



2014-15  
MONTHLY  
FINANCIAL REPORT

AS OF  
February 28, 2015

Prepared by: Finance

March 23, 2015

Cottonwood Heights

The Honorable Mayor and Members of the City Council:

The monthly financial report for the 2014-2015 fiscal year, month ending February 28, 2015 is presented for your review and comment.

**General Fund – Revenue**

Real Property Taxes - Deferred calendar year 2014 revenues have been posted into fiscal 2015 along with annual property tax collections through the end of December. This will be finalized with the annual reconciliation sent to the City on March 31, 2015. Current calendar year 2015 revenues are now being deferred to fiscal year 2016.

Sales Tax Collections – Collections for the City occur two months behind the merchant's collection and six months of distribution for fiscal year 2015 have been received. Currently collections are 102.31 percent of the prior year to date. Other agencies or analytical groups are predicting a current 104.1 percent of prior year to date, yet this may include additional periods of actual data.

E911 Emergency Fees – The City continues to receive a part of the E911 revenues generated on telephones within the City boundaries. We are currently reviewing both sales tax and E911 revenues from the telecomm companies for completeness.

Fee-In-Lieu of Property Taxes – Deferred calendar year 2014 revenues have been posted into fiscal 2015 along with current monthly revenues. Current calendar year 2015 revenues are now being deferred into fiscal year 2016. This revenue is based on the City's real property tax rate, as a percent of all real property taxes levied in the City.

Franchise Taxes (Cable TV) – This revenue source reports and pays on a quarterly basis. This revenue has now shown a slight reduction of 1.94 percent year over year.

Transient Room Tax Collections – This tax collection is reported by entities on the same schedule as general sales tax reporting.

Licenses and Permits –Business Licensing' activity is on target and includes permit fees for special events. Building permits have started this year on target. Road Cuts revenues are billed monthly along with over the counter payments. Animal licensing collections are entering their seventh year.

Intergovernmental Revenues – Class C road funds are paid bi-monthly, currently they are 5.19% less than the prior year. Liquor Funds are distributed once a year in December and are 7.72% less than the prior year. Other Federal Grants (CDBG) are reimbursed to the City as expenses are submitted for funding.

Charges for Service – Zoning revenues are on target for the year. Billings for annual inspections of short term rentals as part of their annual business licensing have been correctly reflected as July revenue for the fiscal year.

Fines and Forfeitures – Primary revenues from tickets processed through Holladay Justice court are reconciled and collected quarterly and are currently only 45 percent of budget.

Miscellaneous/Interest – The interest earnings on our PTIF account with the State Treasurer is split among General Fund and Capital Projects Fund and other designated fund balances. Total earnings in all funds in the PTIF for the fiscal year are \$23,037 and are mostly credited to Capital Projects Fund balance. This revenue is also netted against credit card charges incurred as the City accepts payment from credit card payments.

### **General Fund – Expenditures**

General Government – All department expenditures are within budgeted amounts. Some departments have large annual expenditures during the first period of the year.

Public Safety - The Public Safety department includes police, fire and ordinance enforcement. The police department is within budget year to date. The fire department is billed quarterly and reflects payments for services through March 31<sup>st</sup>. Ordinance Enforcement is within budget.

Highways & Public Improvements – Public Works expenditures are within budget. The Class C Road program budget is primarily for street sweeping and the Terracare Associates roads contract.

Community and Economic Development - All department expenditures are within budget.

Debt Service - The City has a capital lease for leased public safety vehicles. Interest on this debt is accrued to the fiscal year in which it was earned.

### **General Fund - Other Financing Sources and Uses**

Unrestricted General Fund Balance Appropriated – This amended budgeted balance has been budgeted at \$659,586 from fiscal year 2014 fund balance.

Appropriated Beg Balances – Class C Road funds' carried forward from the prior year is zero.

Transfers - Transfers to the Capital Projects fund are budgeted and primarily expended at year-end when available funds are known. There is \$85,000 of budgeted transfer to the CDRA fund.

### **General Fund – Fund Balance**

Fund Balance - The Beginning Balance of Unrestricted funds for fiscal year 2015 is currently estimated at \$2,407,142. Of this amount, the Unrestricted Assigned General Fund Balance is a 6.0 percent reserve of \$924,392. Of the remaining funds, \$659,586 has been appropriated in the current amended budget.

### **Capital Projects – Revenue**

Revenue - Interest calculations are based on the PTIF earnings rate at the State of Utah Treasurer's Pool account for the City. Impact fees are collected on new development permits as they are issued. There is also a budgeted CDBG grant.

### **Capital Projects - Expenditures**

General Government –This budget includes \$17,166,241 for projects and engineering. Various projects are itemized as line items in this report.

### **Capital Projects – Other Financing Sources / Uses**

Transfers from General Fund –Transfers in the fiscal year will be made when annual revenues and expenditures are known and available funds are known at year end.

Reimbursements – Sales Tax Revenue Bonds – These funds come from the Sale Tax Revenue Bonds issued July 2, 2014. Reimbursements of amounts spent in fiscal year 2014 have been reimbursed in fiscal year 2015. Future expenditures that are to be covered by bond proceeds, will be reimbursed as requests are submitted.

Fund Balance Appropriations – Restricted Impact Funds of \$128,472 for both Storm Water and Transportation impact fees have been appropriated. The unrestricted fund balance has been amended to \$2,250,717 and is most of the prior year's ending fund balance. All prior budgeted capital projects amounts that were unspent in fiscal year 2014 have been reviewed and re-appropriated through budget amendments in 2015.

### **Employee Benefits Fund – an Internal Service Fund**

The purpose of this fund is to pay as you go with regards to employee's accrued benefits. This report shows the total balance in the PTO liability account from the prior fiscal year-end. The year-end calculated amount of the potential future liability of lump sum payouts is funded each year. By doing so the City should never find itself with an unexpected or unfunded employee benefit liability. This was funded \$1,597.01 in FY 2014 based on actual accrued employee PTO (Personal Time Off) and is budgeted to receive an additional \$104,371 funding at year-end. Current funded liability balance is \$317,628.

### **Community Development and Renewal Agency**

The purpose of this fund is to account for activity of the Interlocal Agreement between the City and the Canyon Centre Community Development Project Area. Our first distribution of CDRA revenue has been received. There is an amended budgeted transfer from the General Fund for \$85,000.

### **Community Events & Activity Summary**

This report is a compilation of various activities that are tracked to collect data by project or activity. The amounts shown are as of the date of the report.

Sincerely,

A handwritten signature in cursive script, appearing to read "Steve Fawcett", with a long horizontal flourish extending to the right.

Steve Fawcett  
Finance Director  
Cottonwood Heights  
*"City between the Canyons"*

COTTONWOOD HEIGHTS  
11 - GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE FISCAL PERIOD ENDING FEBRUARY 28, 2015

REVENUES	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
<b>TAXES</b>							
REAL PROPERTY TAXES	\$ 6,589,477	\$ 6,589,477	\$ 2,195	\$ 6,515,249	\$ -	\$ (74,228)	99%
GENERAL SALES AND USE TAXES	5,300,000	5,300,000	578,258	2,724,085	-	(2,575,915)	51%
E911 EMERGENCY TELEPHONE FEES	285,000	285,000	26,825	145,712	-	(119,288)	55%
FEE-IN-LIEU OF PROPERTY TAXES	390,000	390,000	-	367,328	-	(22,672)	94%
FRANCHISE TAXES - CABLE TV	331,700	331,700	76,143	150,282	-	(181,418)	45%
INNKEEPER TAX	25,000	25,000	2,572	8,185	-	(16,815)	33%
<b>TOTAL TAXES</b>	<b>12,901,177</b>	<b>12,901,177</b>	<b>685,994</b>	<b>9,910,841</b>	<b>-</b>	<b>(2,990,336)</b>	<b>77%</b>
<b>LICENSES AND PERMITS</b>							
BUSINESS LICENSES AND PERMITS	220,000	220,000	15,652	191,394	-	(28,606)	87%
BUILDINGS, STRUCTURES AND EQUIPMENT	405,600	405,600	41,596	230,760	-	(174,840)	57%
ROAD CUT FEES	35,000	35,000	3,275	16,825	-	(18,175)	48%
ANIMAL LICENSES	10,000	10,000	1,035	7,361	-	(2,639)	74%
<b>TOTAL LICENSES AND PERMITS</b>	<b>670,600</b>	<b>670,600</b>	<b>61,558</b>	<b>446,340</b>	<b>-</b>	<b>(224,260)</b>	<b>67%</b>
<b>INTERGOVERNMENTAL REVENUE</b>							
FEDERAL GRANTS	-	-	-	-	-	-	0%
JUSTICE ASSISTANCE GRANT	-	-	-	6,741	-	6,741	0%
BVP - Bullet Proof Vest Program	-	-	-	456	-	456	0%
CRIME VICTIM ASSISTANCE GRANT	20,000	20,000	7,212	15,287	-	(4,713)	76%
STATE GRANTS	-	1,600	-	1,600	-	-	100%
STATE EMERG MGT PLANNING GRANT	-	-	-	-	-	-	0%
HOMELAND SECURITY GRANTS	-	-	-	2,505	-	2,505	#DIV/0!
STATE CLICK IT TICKET	-	-	-	1,217	-	1,217	0%
STATE SAFETY REST. GRANT	-	-	-	-	-	-	0%
HIGHWAY SAFTEY DUI OT GRANT	-	17,426	356	28,793	-	11,367	165%
JUV ALC ENF - EZ GRANT	-	-	-	700	-	700	0%
CLASS C ROADS	1,090,000	1,090,000	-	700,390	-	(389,610)	64%
LIQUOR FUND ALLOTMENT	45,000	45,000	-	42,986	-	(2,014)	96%
LOCAL GRANTS	-	6,637	-	9,204	-	2,567	0%
MISC LOCAL GRANTS (ZAP)	-	-	9,800	9,800	-	-	0%
ULGT GRANT	-	-	-	-	-	-	0%
<b>TOTAL INTERGOVERNMENTAL REVENUE</b>	<b>1,155,000</b>	<b>1,180,663</b>	<b>17,368</b>	<b>819,679</b>	<b>-</b>	<b>(370,784)</b>	<b>69%</b>
<b>CHARGES FOR SERVICE</b>							
ZONING AND SUB-DIVISION FEES	60,000	60,000	2,575	58,437	-	(1,564)	97%
SALE OF MAPS AND PUBLICATIONS	-	-	-	36	-	36	0%
VARIOUS OTHER FEES	5,500	5,500	-	3,100	-	(2,400)	56%
<b>TOTAL CHARGES FOR SERVICE</b>	<b>65,500</b>	<b>65,500</b>	<b>2,575</b>	<b>61,573</b>	<b>-</b>	<b>(3,928)</b>	<b>94%</b>

COTTONWOOD HEIGHTS  
11 - GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE FISCAL PERIOD ENDING FEBRUARY 28, 2015

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
<b>FINES AND FORFEITURES</b>							
COURTS FINES	535,000	535,000	322	233,796	-	(301,205)	44%
FORFEITURES	-	-	-	8,251	-	8,251	0%
<b>TOTAL FINES AND FORFEITURES</b>	<b>535,000</b>	<b>535,000</b>	<b>322</b>	<b>242,046</b>	<b>-</b>	<b>(292,954)</b>	<b>45%</b>
<b>MISCELLANEOUS REVENUE</b>							
INTEREST REVENUES	14,000	14,000	341	(2,477)	-	(16,477)	-18%
MISCELLANEOUS REVENUES	35,853	37,353	746	63,638	-	26,285	170%
SALE OF SURPLUS ASSETS	-	16,300	-	18,824	-	2,524	0%
POLICE RECORDS REVENUES	15,000	15,000	900	7,650	-	(7,350)	51%
EVENT REVENUES	14,401	28,543	-	20,973	-	(7,570)	73%
<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>79,254</b>	<b>111,196</b>	<b>1,987</b>	<b>108,608</b>	<b>-</b>	<b>(2,588)</b>	<b>98%</b>
<b>TOTAL REVENUES</b>	<b>\$ 15,406,531</b>	<b>\$ 15,464,136</b>	<b>\$ 769,804</b>	<b>\$ 11,589,086</b>	<b>\$ -</b>	<b>\$ (3,875,050)</b>	<b>75%</b>
<b>EXPENDITURES</b>							
<b>GENERAL GOVERNMENT</b>							
<b>LEGISLATIVE</b>							
MAYOR & CITY COUNCIL	\$ 540,108	\$ 570,108	\$ 43,704	\$ 389,512	\$ -	\$ 180,596	68%
PLANNING COMMISSION	6,000	6,000	172	2,184	-	3,816	36%
LEGISLATIVE COMMITTEES & SPECIAL BODIES	144,000	196,448	12,306	141,783	-	54,665	72%
<b>TOTAL LEGISLATIVE</b>	<b>690,108</b>	<b>772,556</b>	<b>56,181</b>	<b>533,479</b>	<b>-</b>	<b>239,077</b>	<b>69%</b>
<b>JUDICIAL</b>							
COURTS & CITY PROSECUTOR & DEFENDER	365,000	365,000	-	170,976	-	194,024	47%
LIQUOR TAX FUNDS	35,000	35,000	-	-	-	35,000	0%
<b>TOTAL JUDICIAL</b>	<b>400,000</b>	<b>400,000</b>	<b>-</b>	<b>170,976</b>	<b>-</b>	<b>229,024</b>	<b>43%</b>
<b>EXECUTIVE AND CENTRAL STAFF</b>							
CITY MANAGER & GENERAL GOVERNMENT	716,590	716,590	53,489	482,525	-	234,065	67%
CITY MANAGER - EMERGENCY MANAGEMENT	30,600	37,238	201	3,156	-	34,082	8%
INFORMATION TECHNOLOGY	137,100	172,100	11,054	75,081	-	97,019	0%
<b>TOTAL EXECUTIVE &amp; CENTRAL STAFF</b>	<b>884,290</b>	<b>925,928</b>	<b>64,744</b>	<b>560,762</b>	<b>-</b>	<b>365,166</b>	<b>61%</b>
<b>ADMINISTRATIVE AGENCIES</b>							
FINANCE	377,381	377,381	27,596	253,255	-	124,127	67%
ATTORNEY	227,482	227,482	14,312	147,899	-	79,583	65%
ADMINISTRATIVE SERVICES/RECORDER	462,367	462,367	35,890	331,807	-	130,560	72%
ELECTIONS	-	-	-	-	-	-	0%
<b>TOTAL ADMINISTRATIVE AGENCIES</b>	<b>1,067,230</b>	<b>1,067,230</b>	<b>77,797</b>	<b>732,960</b>	<b>-</b>	<b>334,270</b>	<b>69%</b>
<b>TOTAL GENERAL GOVERNMENT</b>	<b>3,041,628</b>	<b>3,165,714</b>	<b>198,723</b>	<b>1,998,177</b>	<b>-</b>	<b>1,167,537</b>	<b>63%</b>



COTTONWOOD HEIGHTS  
11 - GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE FISCAL PERIOD ENDING FEBRUARY 28, 2015

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
<b>PUBLIC SAFETY</b>							
POLICE	5,249,542	5,284,768	427,218	3,641,827	2,648	1,640,293	69%
FIRE	3,466,008	3,466,008	24,549	2,647,112	-	818,896	76%
ORDINANCE ENFORCEMENT	153,882	153,882	11,842	103,838	-	50,045	67%
<b>TOTAL PUBLIC SAFETY</b>	<u>8,869,433</u>	<u>8,904,659</u>	<u>463,610</u>	<u>6,392,777</u>	<u>2,648</u>	<u>2,509,234</u>	<u>72%</u>
<b>HIGHWAYS AND PUBLIC IMPROVEMENTS</b>							
PUBLIC WORKS (NON-CLASS C)	1,444,425	1,483,742	252,347	1,072,736	-	411,006	72%
CLASS C ROAD PROGRAM	1,090,000	1,090,000	302	555,624	-	534,376	51%
<b>TOTAL HIGHWAYS AND PUBLIC IMPROVEMENT</b>	<u>2,534,425</u>	<u>2,573,742</u>	<u>252,649</u>	<u>1,628,360</u>	<u>-</u>	<u>945,382</u>	<u>63%</u>
<b>COMMUNITY AND ECONOMIC DEVELOPMENT</b>							
COMMUNITY AND ECONOMIC DEVELOPMENT	70,000	84,090	4,776	47,000	-	37,090	56%
PLANNING	445,632	445,632	32,113	299,305	-	146,327	67%
ENGINEERING	560,000	560,000	41,134	235,727	-	324,273	42%
<b>TOTAL COMMUNITY &amp; ECONOMIC DEVELOPMENT</b>	<u>1,075,632</u>	<u>1,089,722</u>	<u>78,022</u>	<u>582,032</u>	<u>-</u>	<u>507,689</u>	<u>53%</u>
<b>DEBT SERVICE</b>							
INTEREST AND PRINCIPAL	356,476	356,476	-	11,682	-	344,794	3%
<b>TOTAL DEBT SERVICE</b>	<u>356,476</u>	<u>356,476</u>	<u>-</u>	<u>11,682</u>	<u>-</u>	<u>344,794</u>	<u>3%</u>
<b>TOTAL EXPENDITURES</b>	<u>\$ 15,877,593</u>	<u>\$ 16,090,311</u>	<u>\$ 993,003</u>	<u>\$ 10,613,028</u>	<u>\$ 2,648</u>	<u>\$ 5,474,635</u>	<u>66%</u>
<b>EXCESS (DEFIC) OF REVENUES OVER EXPENDITURES</b>	<u>\$ (471,062)</u>	<u>\$ (626,176)</u>	<u>\$ (223,199)</u>	<u>\$ 976,058</u>	<u>\$ (2,648)</u>	<u>\$ 1,599,586</u>	
<b>OTHER FINANCING SOURCES</b>							
TRANSFER FROM CAPITAL IMPROVEMENT FUND	-	50,000	-	-	-	(50,000)	0%
UNRESTRICTED GENERAL FUND BEG BAL APPROPRIATE	471,063	659,586	-	659,586	-	0	100%
RESTRICTED CLASS C ROADS BEG BAL (estimated)	-	-	-	-	-	-	0%
<b>TOTAL OTHER FINANCING SOURCES</b>	<u>471,063</u>	<u>709,586</u>	<u>-</u>	<u>659,586</u>	<u>-</u>	<u>(50,000)</u>	<u>93%</u>
<b>Subtotal Available Revenues &amp; Sources</b>	<u>0</u>	<u>83,410</u>	<u>(223,199)</u>	<u>1,635,644</u>	<u>(2,648)</u>	<u>1,549,586</u>	
<b>CAPITAL LEASE - PUBLIC SAFETY</b>							
TRANSFER TO CAPITAL IMPROVEMENT FUND - Class C Ro	-	-	-	1,486,565	-	1,486,565	0%
TRANSFER TO CDRA Fund	-	-	-	-	-	-	0%
<b>TOTAL OTHER FINANCING USES</b>	<u>-</u>	<u>85,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(85,000)</u>	<u>0%</u>
<b>CURRENT CHANGE IN FUND BALANCE</b>	<u>0</u>	<u>(1,590)</u>	<u>(223,199)</u>	<u>149,079</u>	<u>(2,648)</u>	<u>1,401,565</u>	<u>0%</u>
UNRESTRICTED GENERAL FUND BALANCE - unappropriated	-	-	-	-	-	-	0%
UNRESTRICTED ASSIGNED GENERAL FUND 6%	899,412	924,392	-	-	-	(924,392)	0%
<b>FUND BALANCE - "EXPECTED"</b>	<u>\$ 899,412</u>	<u>\$ 922,802</u>	<u>\$ (223,199)</u>	<u>\$ 149,079</u>	<u>\$ (2,648)</u>	<u>\$ (776,371)</u>	<u>16%</u>
<b>Fund Balance Expected:</b>							
Unrestricted Assigned General Fund 6 %	\$ 899,412	\$ 924,392	\$ (223,199)	\$ 149,079	\$ (2,648)	\$ (924,392)	100%
Unrestricted Unassigned General Fund (Current Estimate)	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ 148,021	

FOR ADMINISTRATION USE ONLY

67% OF THE FISCAL YEAR HAS ELAPSED



Cottonwood Heights  
45 - Capital Projects Fund  
Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual  
For the Fiscal Period Ending February 28, 2015

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
<b>REVENUES</b>							
FEDERAL GRANT - CDBG	\$ 121,051	\$ 121,051	\$ -	\$ -	\$ -	\$ (121,051)	0%
STATE GRANT	-	-	-	-	-	-	0%
LOCAL GRANT REVENUE	-	-	-	-	-	-	0%
IMPACT FEES - CURRENT YEAR COLLECTIONS	50,000	50,000	6,816	25,514	-	24,486	0%
INTEREST REVENUES	30,000	30,000	2,181	19,742	-	(10,258)	66%
PRIVATE CONTRIBUTIONS	-	90,000	-	9,167	-	(80,833)	10%
<b>TOTAL REVENUES</b>	<b>201,051</b>	<b>291,051</b>	<b>8,997</b>	<b>54,423</b>	<b>-</b>	<b>(187,656)</b>	<b>19%</b>
<b>EXPENDITURES</b>							
CAPITAL PLAN EXPENDITURES							
PAVEMENT MGMT - ROAD CONSTRUCTION	966,926	748,721	-	505,817	-	242,904	68%
ADA RAMPS	121,051	125,556	-	4,505	-	121,051	4%
INTERSECTION IMPROVEMENTS	-	364,848	2,510	17,804	-	347,044	5%
STORM DRAIN IMPROVEMENTS	25,000	-	-	-	-	-	0%
CROSS GUTTER REPLACEMENT	-	-	-	-	-	-	1%
STORM WATER PLAN UPDATE	-	40,304	-	304	-	40,000	0%
SIDEWALK REPLACEMENT	-	-	-	-	-	-	0%
PUBLIC WORKS SITE	-	50,000	-	34,971	-	15,029	70%
BENGAL BLVD	1,956,500	2,056,500	1,255	14,465	-	2,042,035	1%
SAFE SIDEWALKS (7200 South)	1,351,470	1,263,748	1,105	11,343	-	1,252,405	1%
HAZARD MITIGATION	-	40,000	-	39,752	-	248	99%
1700 E RECONSTRUCTION	-	75,000	-	75,000	-	-	100%
UNION PK LANDSCAPE/ACMgmt	-	190,537	470	191,007	-	(470)	100%
FT UNION PARK & RIDE	-	105,787	-	105,787	-	-	100%
TRAFFIC ADAPTIVE	925,000	1,154,635	12,200	941,406	-	213,229	82%
HIGHLAND DR ACCESS RAMP	-	126,800	1,515	3,255	-	123,545	0%
3000 EAST WALL CONSTRUCTION	-	25,000	635	635	-	24,365	0%
BROWN SANFORD INV & ASSESSMENT	-	129,000	-	128,972	-	28	0%
PROSPECTOR STREET LIGHTS	30,000	30,000	-	-	-	30,000	0%
TONI CIRCLE SCHOOL ZONE	-	35,000	-	-	-	25,000	0%
PINE CREEK LANE EXT	-	26,514	-	32,704	-	2,296	93%
MISCELLANEOUS SMALL PROJECTS	-	-	-	26,514	-	(0)	100%
CITY MUNICIPAL CENTER	-	-	-	-	-	-	0%
<b>TOTAL EXPENDITURES</b>	<b>10,460,959</b>	<b>10,553,291</b>	<b>1,500</b>	<b>349,922</b>	<b>-</b>	<b>10,203,369</b>	<b>3%</b>
	<b>15,836,906</b>	<b>17,166,241</b>	<b>21,190</b>	<b>2,484,162</b>	<b>-</b>	<b>14,682,079</b>	<b>14%</b>
<b>OTHER FINANCING SOURCES (USES)</b>							
TRANSFERS FROM GENERAL FUND	-	-	-	-	-	-	0%
TRANSFERS FROM GENERAL FUND - Class C	-	-	-	-	-	-	0%
RESTRICTED IMPACT FUNDS	-	128,472	-	-	-	128,472	100%
REIMBURSEMENTS - SALES TAX REVENUE BOND	-	14,496,000	-	3,937,833	-	10,558,167	0%
UNRESTRICTED ASSIGNED CIP FUND - appropriated	15,635,855	2,250,717	-	-	-	2,250,717	0%
<b>TOTAL OTHER FINANCING SOURCES</b>	<b>15,635,855</b>	<b>16,875,189</b>	<b>-</b>	<b>3,937,833</b>	<b>-</b>	<b>12,937,356</b>	<b>23%</b>
<b>Fund Balance Expected:</b>							
CIP Fund Balance remaining	\$ (0)	\$ (0)	\$ (12,193)	\$ 1,508,094	\$ -	\$ 1,508,094	0%

Cottonwood Heights  
65-Employee Benefits Fund (an Internal Service Fund)  
Statement of Revenues, Expenditures February 28, 2015

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
<b>OPERATING REVENUES</b>							
CHARGES FOR EMPLOYEE BENEFITS	\$ 104,371	\$ 104,371	\$ -	\$ -	\$ -	\$ (104,371)	0%
	104,371	104,371	-	-	-	(104,371)	0%
<b>OPERATING EXPENSES</b>							
EMPLOYEE BENEFIT ACCRUALS	105,271	105,271	-	-	-	105,271	0%
	105,271	105,271	-	-	-	105,271	0%
<b>OPERATING INCOME (LOSS)</b>	(900)	(900)	-	-	-	900	0%
<b>NON-OPERATING REVENUES</b>							
INTEREST REVENUES	900	900	127	1,042	-	142	116%
<b>NON-OPERATING INCOME (LOSS)</b>	900	900	127	1,042	-	142	
Change in Net Position							
	\$ -	\$ -	\$ 127	\$ 1,042	\$ -	\$ 1,042	0%
NOTE: Balance of Liability Account							
<b>NET ACCUMULATED LIABILITY - BEGINNING OF FY</b>		\$ 317,628					
ACCRUED FUTURE LIABILITY ADDED FY2015		105,271					
<b>NET ACCUMULATED LIABILITY - ENDING OF FY</b>		\$ 422,899					

\*\*Calculations & Accruals made at year-end.

Cottonwood Heights  
21-Special Revenue Fund - CDRA  
Statement of Revenues, Expenditures January 31, 2015

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
<b>EXPENDITURES</b>							
CDRA - Canyons Center	\$ -	\$ 85,000	\$ 12,646	\$ 76,918	\$ -	\$ (8,082)	0%
<b>TOTAL EXPENDITURES</b>	-	85,000	12,646	76,918	-	(8,082)	0%
<b>OTHER FINANCING SOURCES (USES)</b>							
TRANSFERS FROM GENERAL FUND	-	85,000	-	-	-	85,000	0%
TAX INCREMENT FROM GENERAL FUND	-	-	-	1,095	-	(1,095)	0%
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	-	85,000	-	1,095	-	83,905	0%
<b>FUND BALANCE - "EXPECTED"</b>	\$ -	\$ -	\$ 12,646	\$ 75,823	\$ -	\$ (91,987)	0%

FOR ADMINISTRATION USE ONLY

67% OF THE FISCAL YEAR HAS ELAPSED

3/23/2015 4:23 PM 1

February Activity Report

Activity Number	Activity Name	Adopted Fiscal Year Budget	Changes to Fiscal Year Budget	Modified Fiscal Year Budget	YTD Expenses	YTD Reimbursements or Revenue	Remaining Budget
401	Activity-Neighborhood Watch	500.00	0.00	500.00	256.00	0.00	244.00
700	Events-Misc. City	4,750.00	0.00	4,750.00	768.33	0.00	3,981.67
702	Events-Meet the Candidates (YCC Sponsor)	500.00	0.00	500.00	0.00	0.00	500.00
703	Events-Halloween Event	750.00	0.00	750.00	744.20	0.00	5.80
704	Events-Emergency Fair	5,000.00	0.00	5,000.00	4,647.52	0.00	352.48
733	Events-CWHPRSA Hosting/Sponsor Contract	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
718	Events-CWHPRC Adult Tennis Classic Sponsorship	1,500.00	0.00	1,500.00	1,500.00	0.00	0.00
719	Events-CWHPRC Movie in the Park Sponsorship	3,000.00	0.00	3,000.00	2,000.00	0.00	1,000.00
721	Events-CWHPRC Turkey Day Run Sponsorship	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00
710	Events-Youth City Council	5,000.00	0.00	5,000.00	2,532.18	-400.00 RV	2,467.82
711	Events-City Birthday Party	15,000.00	10,000.00 2	25,000.00	28,817.63	0.00	-3,817.63
713	Events-Bark in the Park/Pooch Plunge	4,000.00	0.00	4,000.00	2,810.83	0.00	1,189.17
716	Events-Easter Egg Hunt	5,500.00	0.00	5,500.00	1,870.13	0.00	3,629.87
724	Events-Butterville Days and Float	52,000.00	0.00	52,000.00	70,148.57	-17,533.00 RB	-615.57
724	Events-Butterville Days Taxable Sales	0.00	0.00	0.00	0.00	-3,717.00 RV	NA
725	Events-History Committee	2,500.00	0.00	2,500.00	2,268.44	0.00	231.56
734	Events-History Markers along Big Cottonwood Trail	8,000.00	0.00	8,000.00	0.00	0.00	8,000.00
726	Events-Biking Committee	500.00	0.00	500.00	0.00	0.00	500.00
727	Events-Arts Council Play	10,000.00	0.00	10,000.00	15,419.24	0.00 RB	-5,419.24
727	Events-Arts Council Play Reimbursements/Ticket Sales	0.00	13,427.00 3	13,427.00	0.00	-13,427.00 RV	13,427.00
727	Events-Arts Council Play Taxable Sales	0.00	714.75 3	714.75	0.00	-714.75 RV	714.75
732	Events-Arts Council Non Play Activities	0.00	26,706.15 1	26,706.15	8,761.83	0.00 RV	17,944.32
206	Grants-2014 On-Stage State Arts Grant	0.00	1,600.00 2	1,600.00	1,600.00	-1,600.00 RV	1,600.00
730	Events-Volunteer Recognition	5,500.00	0.00	5,500.00	4,582.11	0.00	917.89
731	Events-City Banner Program	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
Total		144,000.00	52,447.90	196,447.90	163,727.01	-37,391.75	51,853.89

1 Budget Amendment-FY2014 carryover

2 Budget Amendment-Other

3 Budget Amendment-FY2015 budget earned revenue

**Capital Projects**

See report on Capital Projects fund 45



# COTTONWOOD HEIGHTS



FEBRUARY 2015 FIRE REPORT





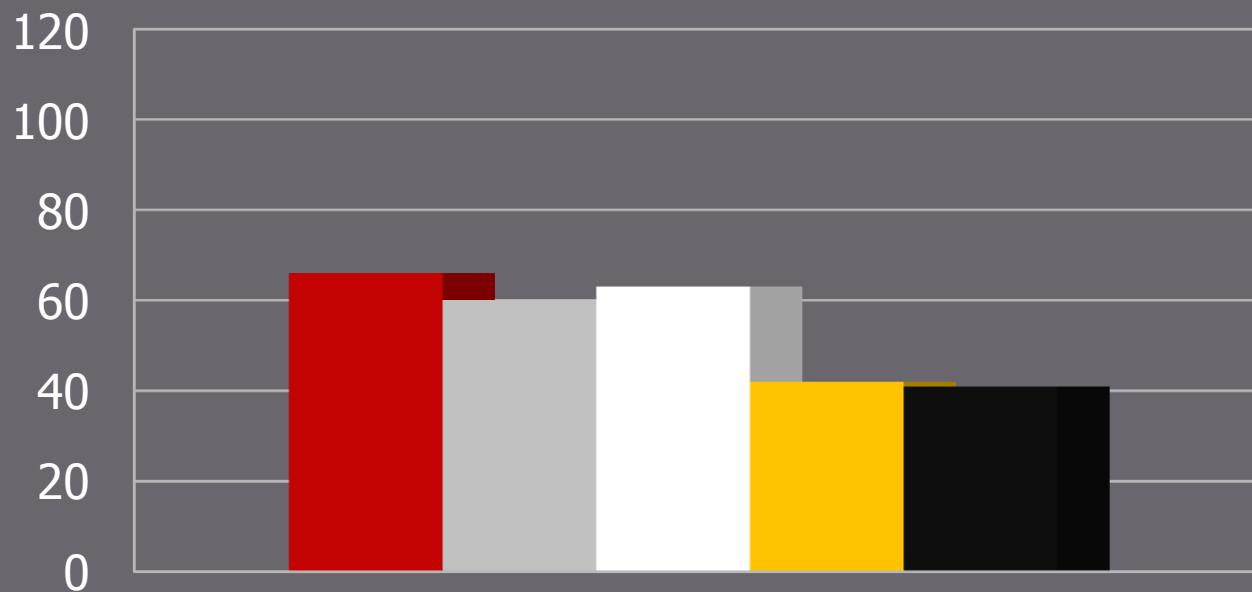
# February Monthly Call Volume

	Station	Staffing	Fire	Medical	Total
1	Station 101, West Millcreek 790 East 3900 South	7*	29	189	218
2	Station 110, Cottonwood Heights 1790 South Ft. Union Blvd.	5	27	137	164
3	Station 118, Taylorsville 5317 South 2700 West	5	22	140	162
4	Station 117, Taylorsville 4545 South Redwood Road	5	15	141	156
5	Station 125, Midvale 7683 South Holden St.	3	22	120	142
6	Station 105, Draper 780 East 12300 South	3	39	100	139
7	Station 126, Midvale 607 East 7200 South	3	13	119	132
8	Station 109, Kearns 4444 West 5400 South	5	25	102	127
9	Station 104, Holladay 4626 South Holladay Blvd.	5	19	101	120
10	Station 107, Kearns 6305 South 5600 West	4	12	96	108
11	Station 106, East Millcreek 1911 East 3300 South	5	18	89	107
12	Station 124, East Riverton 12662 S. 1300 W.	4	11	88	99
13	Station 114, Draper 14324 South 550 East	3	11	84	95
14	Station 111, Magna 8215 West 3500 South	5	14	74	88
15	Station 112, Olympus 3612 East Jupiter Drive	5	14	59	73
16	Station 121, Riverton 4146 West 12600 South	5	16	54	70
17	Station 116, Cottonwood Heights 8303 South Wasatch Blvd.	4	14	49	63
18	Station 102, Magna 8609 West 2700 South	4	12	49	61
19	Station 123, Herriman 4850 West Mt. Ogden Peak Dr.	5*	15	44	59
20	Station 103, Herriman 5916 West 13100 South	3	9	40	49
21	Station 108, Big Cottonwood 7688 South State Road 190	3	3	40	43
22	Station 252, Eagle Mountain 3785 E. Pony Express Parkway	3*	8	30	38
23	Station 113, Little Cottonwood 9523 East Bypass Road	3	3	33	36
24	Station 120, Riverton 13000 South 2700 West	4*	7	28	35
25	Station 122, Draper 14903 South Deer Ridge Road	3*	5	17	22
26	Station 251, Eagle Mountain 1680 E Heritage Drive	3*	4	15	19
27	Station 115, Copperton 8495 West State Road 48	3	3	13	16
28	Station 119, Emigration 5025 East State Road 65	3	2	1	3
	*Part-time Firefighter		392	2052	2444



# Fire Calls

Average: 54.4

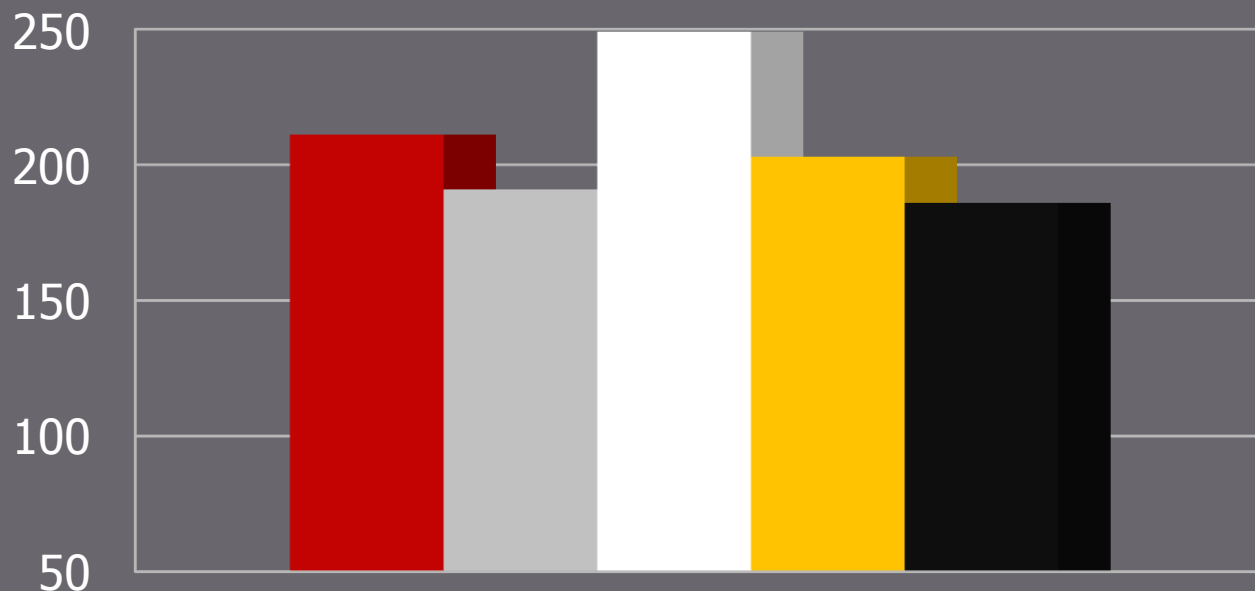


February 2011	66
February 2012	60
February 2013	63
February 2014	42
February 2015	41



# Medical Calls

Average: 208.0



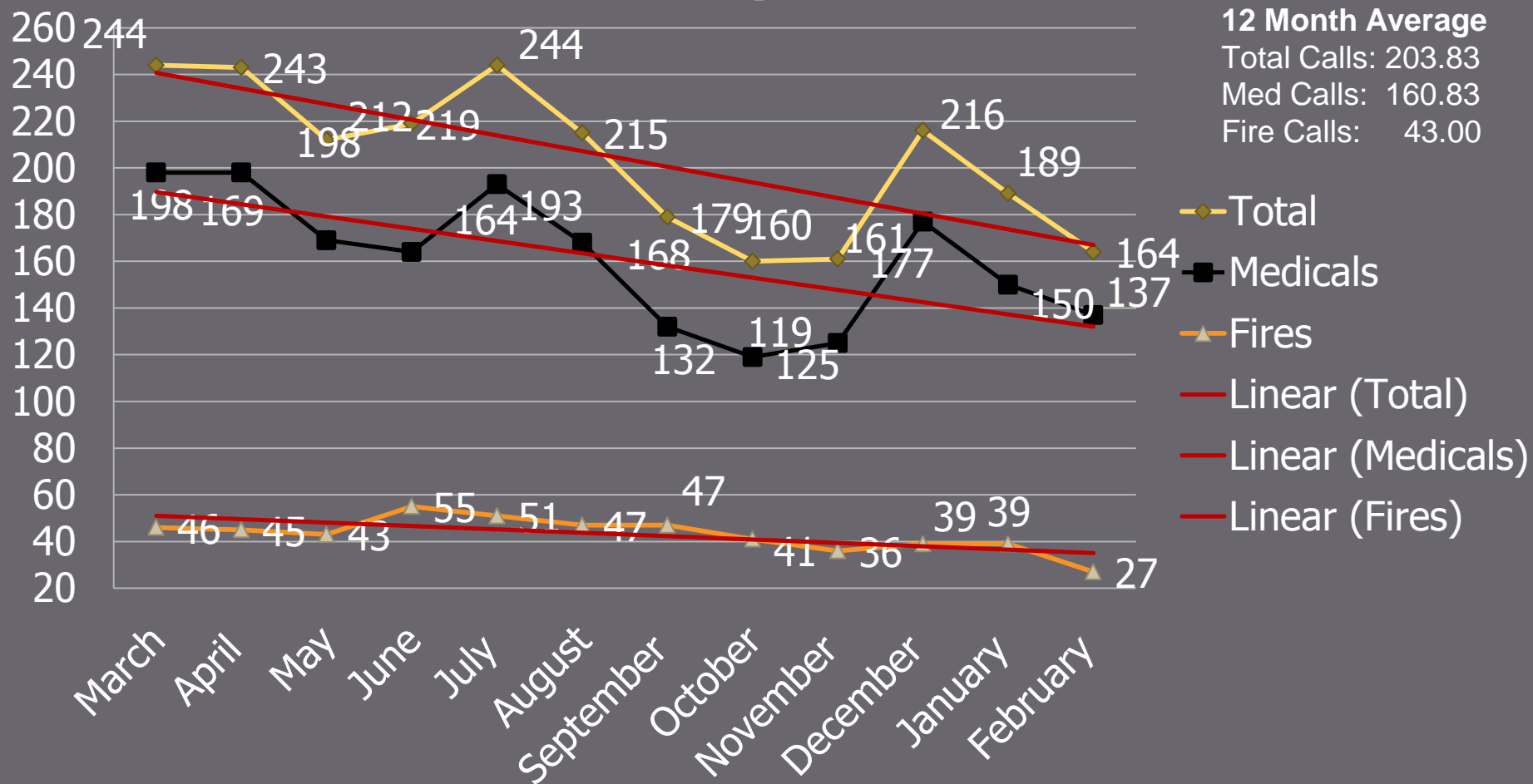
February 2011	211
February 2012	191
February 2013	249
February 2014	203
February 2015	186





# Station 110

## Calls By Month





# Station 116

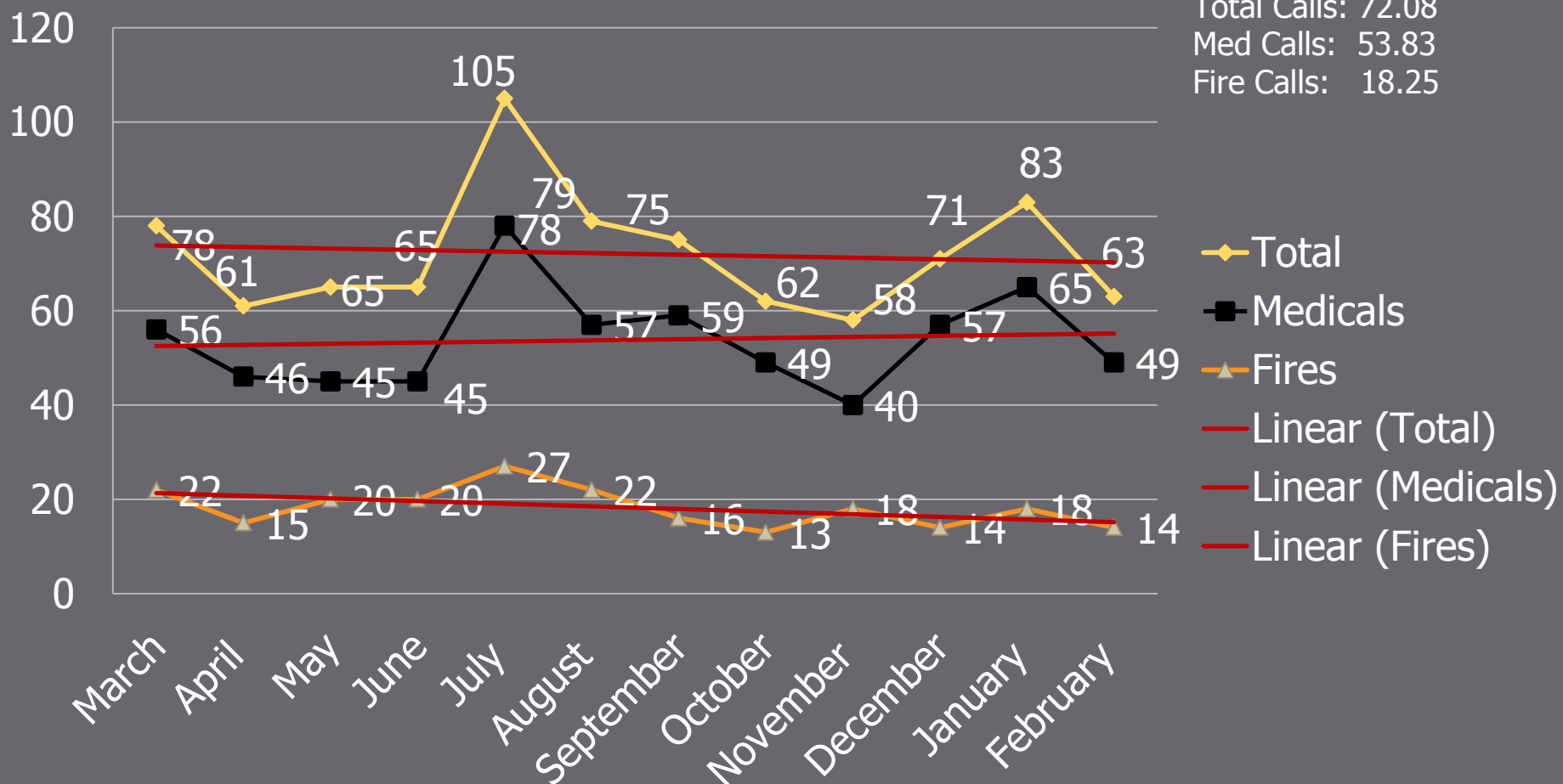
## Calls By Month

### 12 Month Average

Total Calls: 72.08

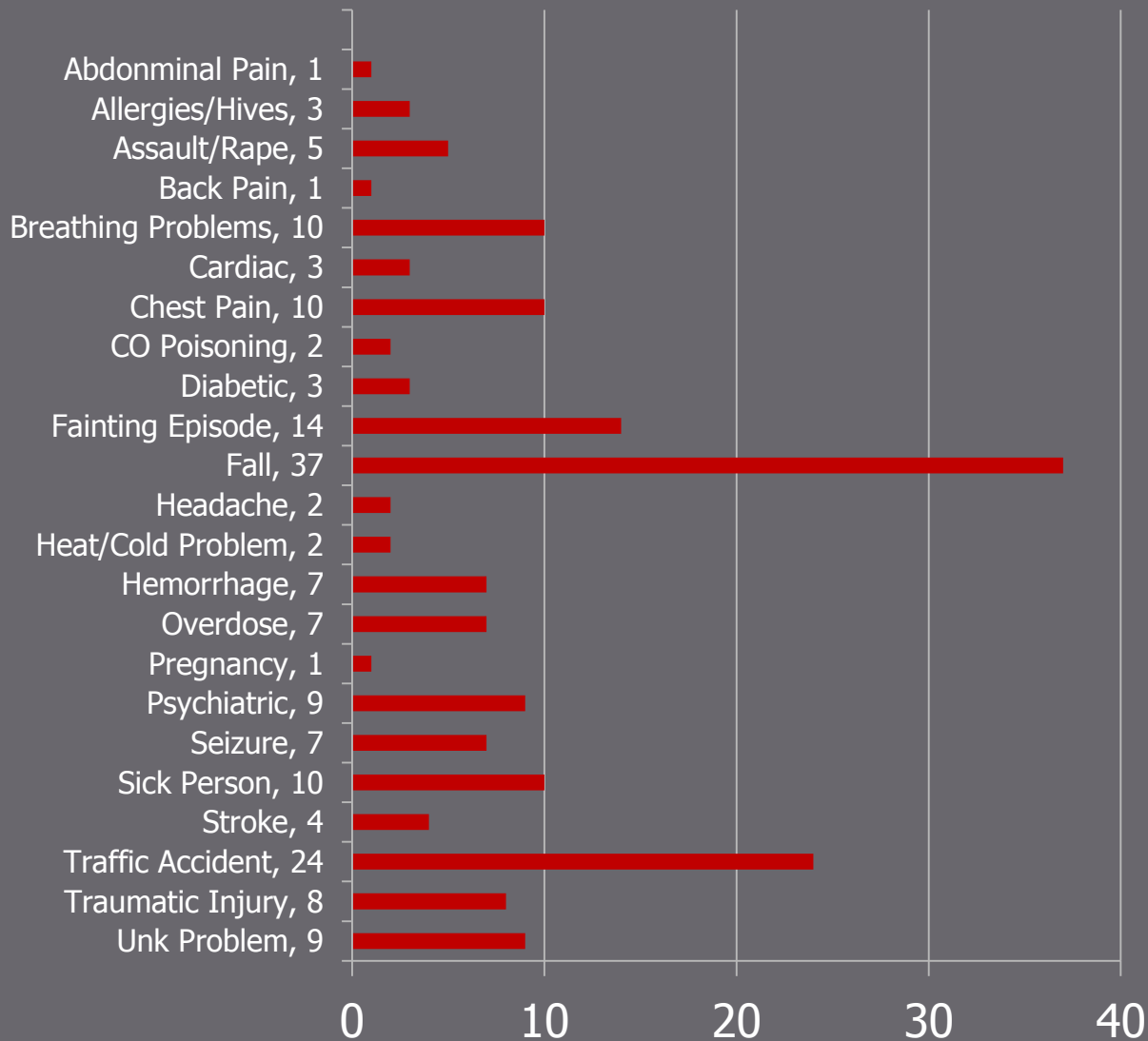
Med Calls: 53.83

Fire Calls: 18.25



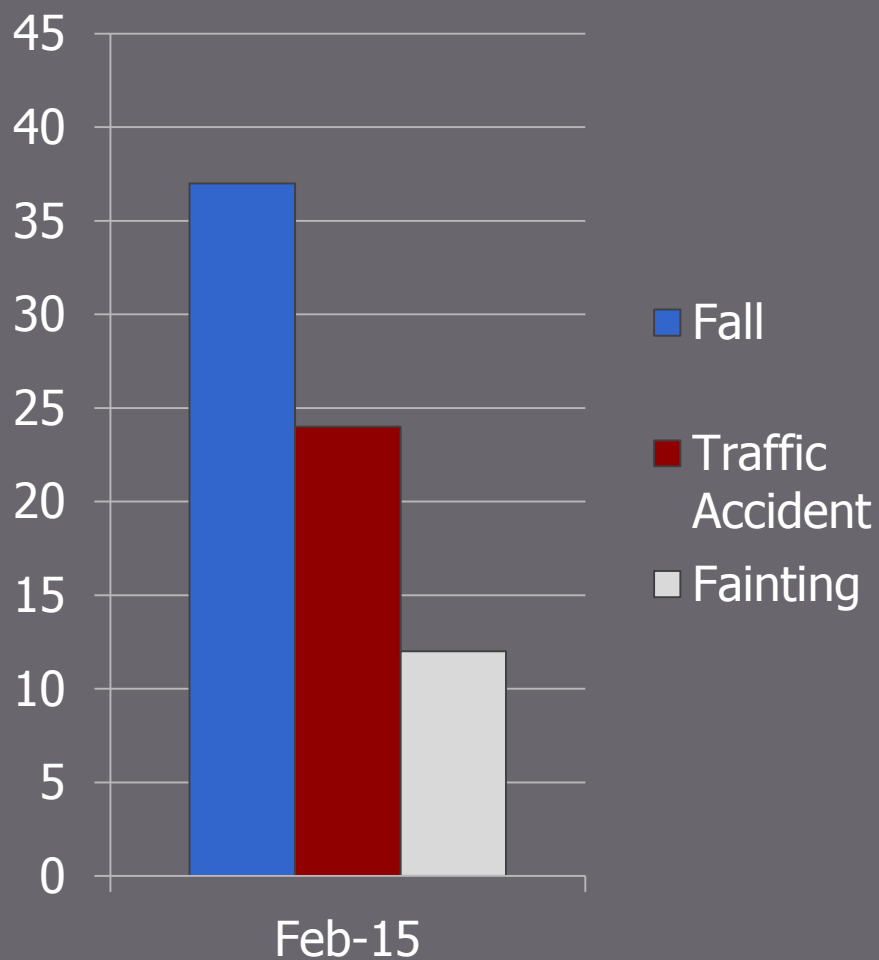
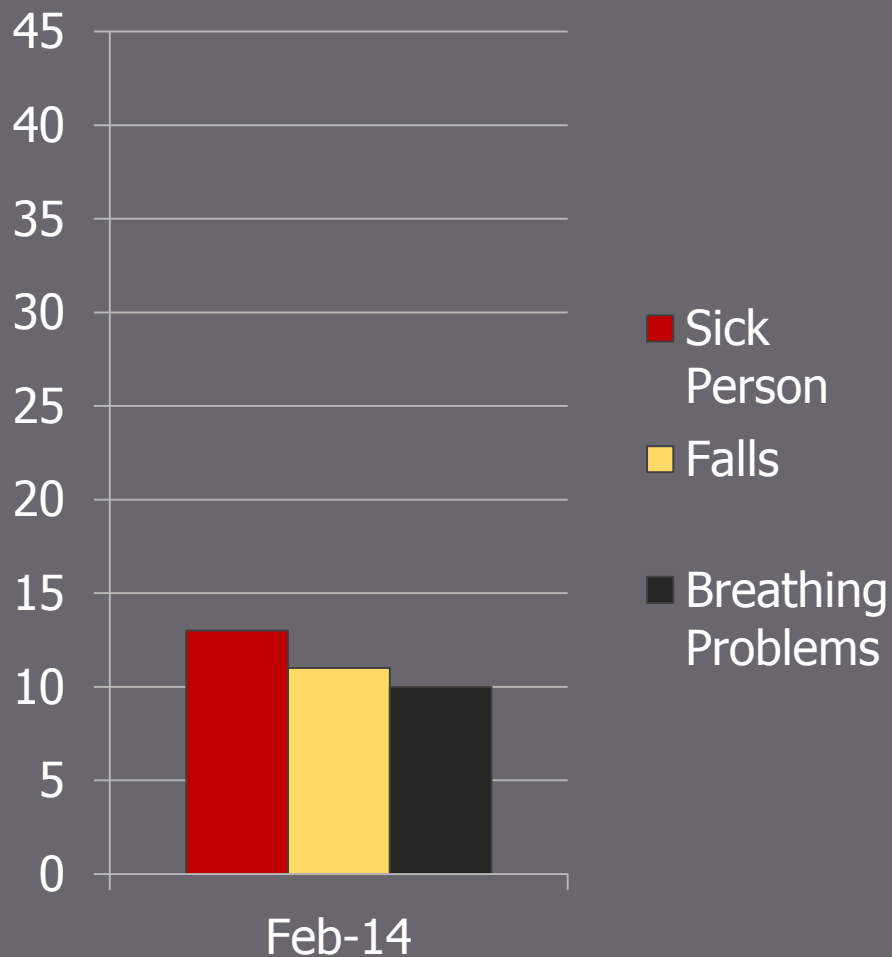


# February Medical Calls



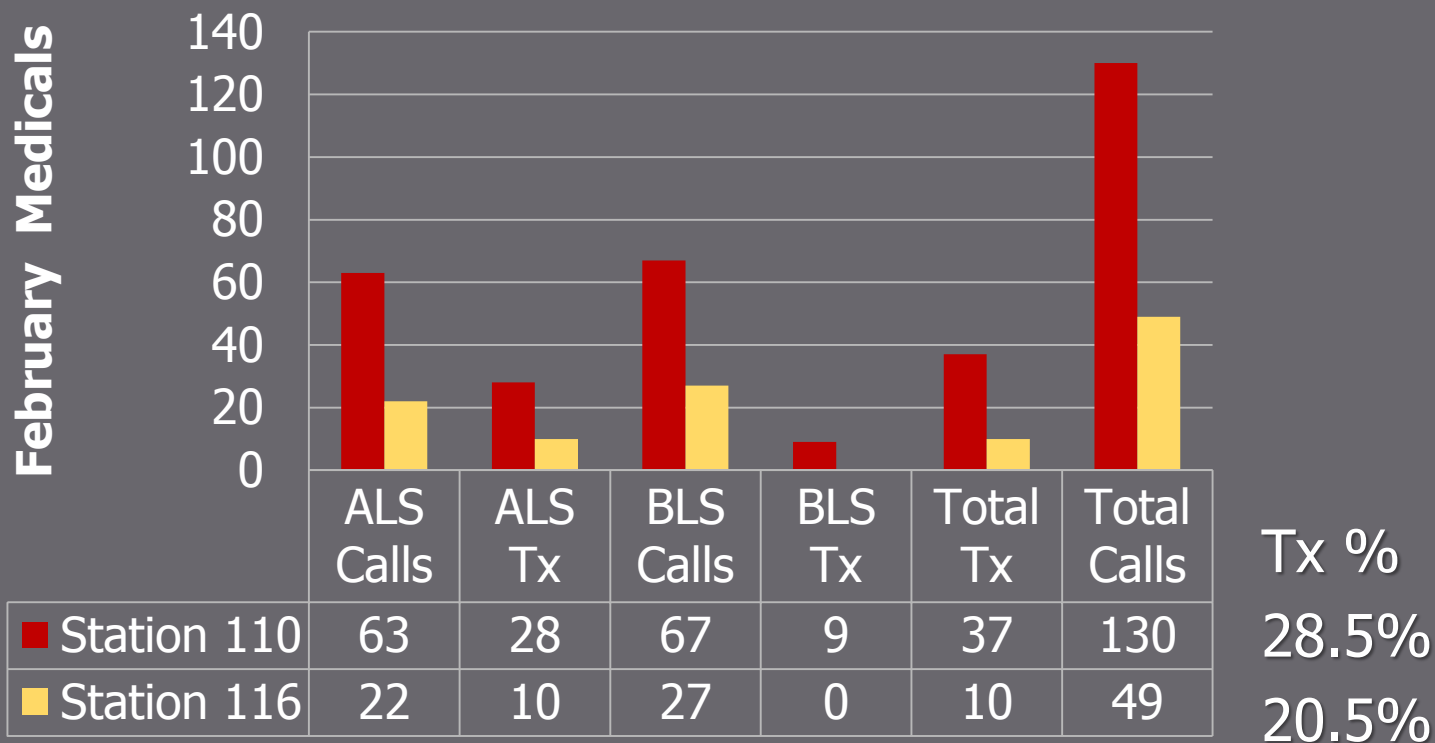


# Medical Call Comparison





# Ambulance Transports





# Station 110

## Ambulance Transports

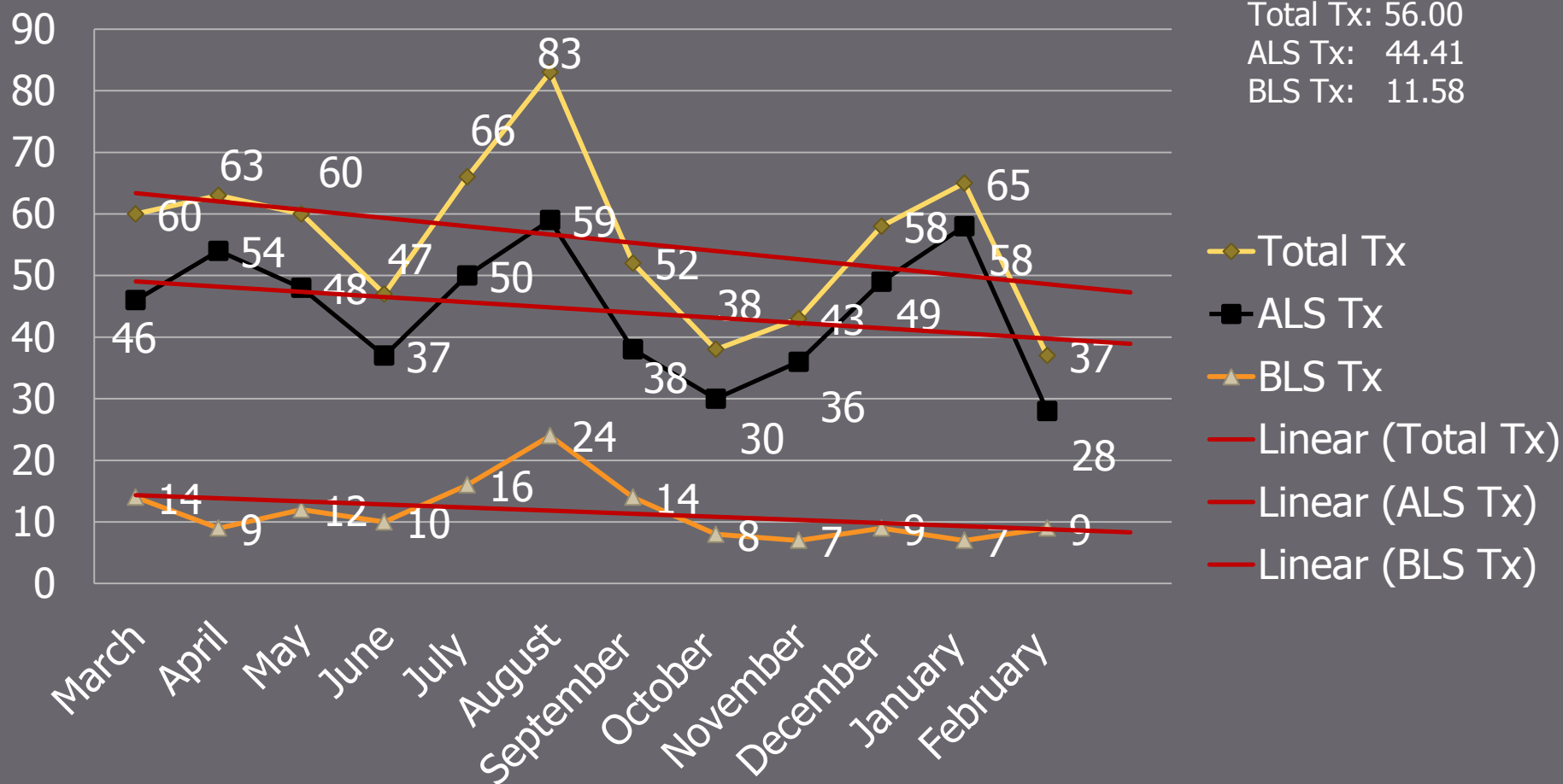
### Calls By Month

#### 12 Month Average

Total Tx: 56.00

ALS Tx: 44.41

BLS Tx: 11.58

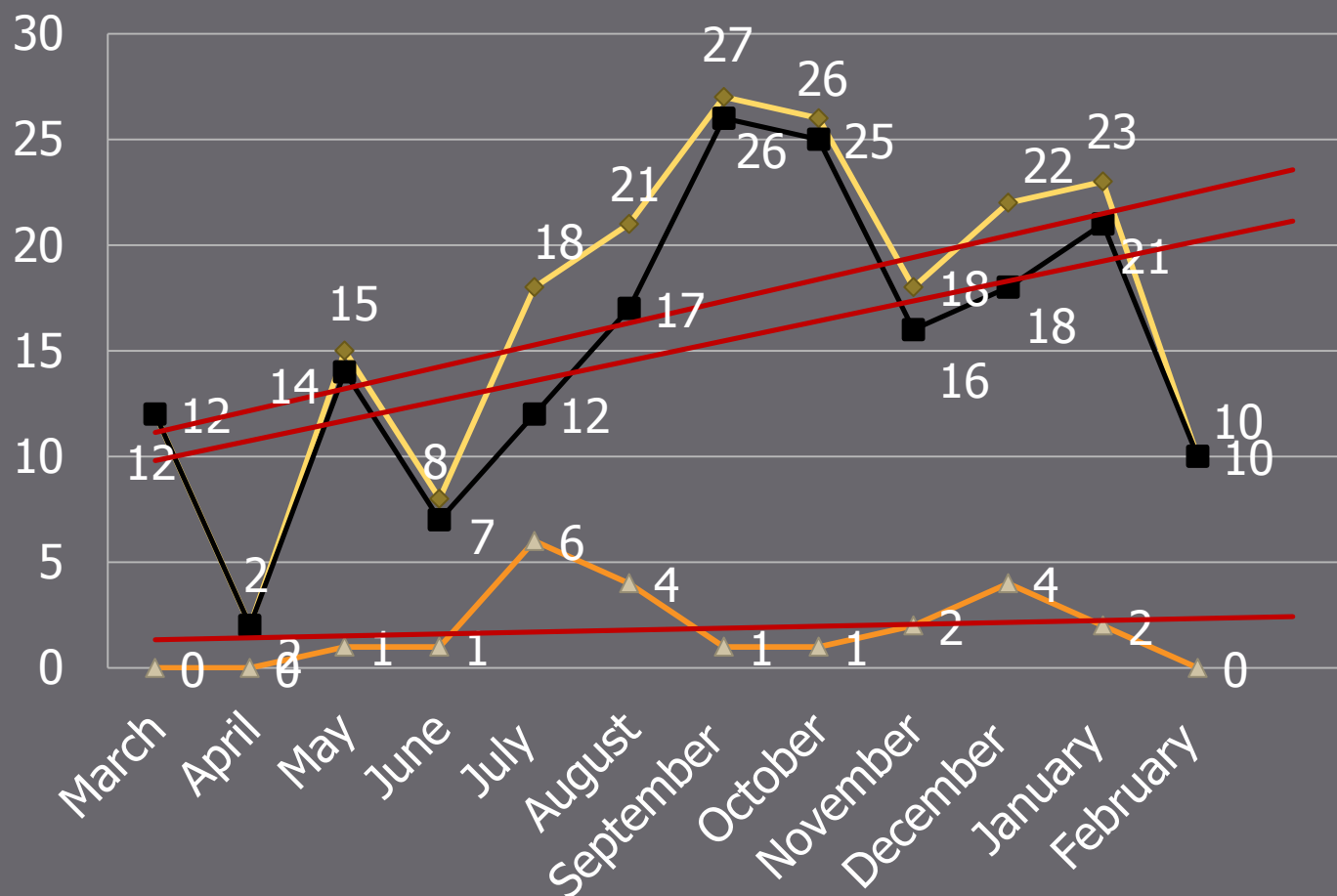




# Station 116

## Ambulance Transports

### Calls By Month



### 12 Month Average

Total Tx: 16.83

ALS Tx: 15.00

BLS Tx: 1.83

◆ Total Tx

■ ALS Tx

▲ BLS Tx

— Linear (Total Tx)

— Linear (ALS Tx)

— Linear (BLS Tx)





# Customer Service Station 110 and 116

## **Station 110**

Two Station Tours / 40 People

Two EMT Ride Alongs

Seven Paramedic School Ride Alongs

Seven High School Intern Ride Alongs

Extrication Training

USAR Training

Confined Space Training

RIT Training

Heavy Rescue Training

Peer Fitness Evaluations

## **Station 116**

CPR Training for 700 students at Butler Middle School

High-Rise Training

LMS Training

Peer Fitness Evaluations

ACLS Prep

Filming with KUTV



# Safety Message

## SMOKE DETECTOR BATTERIES

### **Change your Clock, Change your Smoke Detector Batteries!**

With the passing of Daylight Saving Time, now is a good time to remember to change your batteries in your smoke detectors.

### **Why should my home have smoke detector?**

In the event of a fire, a smoke detector can save your life and those of your loved ones. They are the single most important means of preventing house and apartment fire fatalities by providing an early warning signal, so you and your family can escape. Smoke detectors are one of the best safety features you can buy and install to protect yourself, your family and your home.

It is an unfortunate misconception that people will awaken at the sound or smell of a fire. This is sadly untrue. Oxygen deprived environments, gasses from smoke and burning items affect our ability to react "normally" even if we are light sleepers. Smoke detectors detect smoke in the early stages, giving you and your family the early warning you'll need to get out safely.

### **When should I replace my smoke alarms?**

Federal officials estimate that up to 85 percent of all dwellings in the United States have smoke detectors, but that as many as a third of them may not work. It is important to note that smoke detectors and carbon monoxide detectors **DO** expire and need to be replaced. Refer to the manufacture recommendation on expiration dates.



# Safety Message

## SMOKE DETECTOR BATTERIES

### **How do I keep my smoke detectors working?**

Smoke detectors are very easy to take care of. There are two steps to remember: Simply replace the batteries twice a year. We always recommend this occur at the same time you change your clocks for daylight saving time. Meanwhile, if your smoke detector starts making a "chirping" noise, replace the batteries right away. Also, keep your smoke detectors clean—dust and debris can interfere with their operation, so vacuum over and around your smoke detectors regularly. Smoke detector "maintenance" should become a regular maintenance item in your household such as regularly cleaning lint from your dryer.

### **How often should I check my smoke alarm?**

Fire officials and smoke detectors manufacturers recommend that smoke alarms be checked monthly, changing the batteries twice a year.

### **Anything else I should know?**

Some smoke detectors are considered to be "hard wired." This means they are connected to the household electrical system and may or may not have a battery back-up. It is still important to test these smoke detectors monthly.

**This is also a good time to check your carbon monoxide detectors as well.**





# Questions??

For further questions or comments please  
contact Assistant Chief Mike Watson  
[mwatson@ufa-slco.org](mailto:mwatson@ufa-slco.org)

**Unified Fire Authority**  
**3380 South 900 West**  
**Salt Lake City, UT 84119**  
**801-824-3705**  
[www.unifiedfire.org](http://www.unifiedfire.org)

# COTTONWOOD HEIGHTS

## ORDINANCE NO. 238

AN ORDINANCE ADOPTING TWO PROJECT AREA PLANS, AS APPROVED BY THE BOARD OF DIRECTORS OF THE COTTONWOOD HEIGHTS COMMUNITY DEVELOPMENT AND RENEWAL AGENCY, AS THE OFFICIAL COMMUNITY DEVELOPMENT PROJECT AREA PLANS FOR THE FORT UNION NEIGHBORHOOD COMMUNITY DEVELOPMENT PROJECT AREA AND THE COTTONWOOD CORPORATE CENTER COMMUNITY DEVELOPMENT PROJECT AREA, AND DIRECTING THAT NOTICE OF THE ADOPTION BE GIVEN AS REQUIRED BY STATUTE

**WHEREAS**, the Community Development and Renewal Agency (the "*City Agency*") of the city of Cottonwood Heights (the "*City*") was created to transact the business and exercise all of the powers provided for in the Limited Purpose Local Government Entities - Community Development and Renewal Agencies act (Title 17C, Chapters 1 through 4, UTAH CODE ANNOTATED (1953 as amended) and any subsequent, replacement or amended law or act (the "*CDRA Act*"); and

**WHEREAS**, the Redevelopment Agency of Salt Lake County (the "*County Agency*") was created by Salt Lake County (the "*County*") pursuant to the provisions of Utah redevelopment law and the County Agency continues to operate under the CDRA Act, whereunder it is authorized to conduct urban renewal, economic development, and community development activities within the County; and

**WHEREAS**, the County Agency approved and the County adopted the "Fort Union Neighborhood Development Plan" dated August 13, 1990 (the "*Fort Union Project Area Plan*") for the geographic area specified therein (the "*Fort Union Project Area*") on October 22, 1990 and October 24, 1990, respectively; and

**WHEREAS**, the County Agency approved and the County adopted the "Cottonwood Corporate Center Economic Development Plan" dated February 20, 1997 (the "*CCC Project Area Plan*") for the geographic area specified therein (the "*CCC Project Area*") on July 30, 1997 and October 6, 1997, respectively; and

**WHEREAS**, the geographic area in which the Fort Union Project Area and the CCC Project Area (collectively, the "*Project Areas*") are located became part of the City as a result of the City's incorporation in January 2005 (a portion of the CCC Project Area is also located in City of Holladay, which was incorporated in November 1999); and

**WHEREAS**, prior to the City's incorporation, the County Agency collected tax increment from the Project Areas and performed redevelopment activities in the Project Areas; and

**WHEREAS**, pursuant to an "Interlocal Cooperation Agreement" (the "*Transfer Agreement*") that was entered into by the County Agency and the City Agency effective 3 February 2015, as authorized by Section 17C-1-205 of the CDRA Act and other applicable law, the County Agency has transferred and assigned to the City Agency all of its real property, rights, indebtedness, obligations, tax increment, and other assets and liabilities related to the Project Areas on the terms and conditions specified in the Transfer Agreement; and

**WHEREAS**, pursuant to Section 17C-1-205(2)(c) of the CDRA Act, the transfer and assignment contemplated by the Transfer Agreement is not effective until (a) the City Agency by



resolution approves the County Agency's Fort Union Project Area Plan and CCC Project Area Plan (collectively, the "*Project Area Plans*") as the City Agency's project area plans for the Project Areas; and (b) the City by ordinance adopts the Project Area Plans; and

**WHEREAS**, pursuant to its Resolution No. 2015-02 dated 24 March 2015, the City Agency approved the Project Area Plans as the City Agency's project area plans for the Project Areas, as contemplated by the Transfer Agreement and Section 17C-1-205(2)(c) of the CDRA Act; and

**WHEREAS**, based on the City Agency's approval of the Project Area Plans as the project area plans for the Project Areas, the city council (the "*Council*") of the City met in regular session on 24 March 2015 to consider, among other things, adopting the Project Area Plans as the official community development plans for the Project Areas, and directing the City's staff and consultants to publish or cause to be published the notice of such adoption required by Section 17C-4-106 of the CDRA Act; and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interest of the health, safety and welfare of the citizens of the City to so act;

**NOW, THEREFORE, BE IT ORDAINED** by the city council of the city of Cottonwood Heights as follows:

Section 1. **Adoption of Project Area Plans.** The Project Area Plans, as approved by the Agency pursuant to its Resolution No. 2015-02, are hereby adopted and designated as the official community development plans (the "*Official Plans*") for the Project Areas. A copy of each of the Official Plans, which provides the legal descriptions of the Project Areas, is annexed hereto.

Section 2. **Notice.** City staff and consultants are hereby authorized and directed to publish or cause to be published the notice required by section 17C-4-106(1) of the CDRA Act, whereupon the Official Plans shall become effective pursuant to 17C-4-106(2) of the CDRA Act.

Section 3. **Pursuit of Plans.** Pursuant to section 17C-4-106(4) of the CDRA Act, the Agency may proceed to carry out the Official Plans as soon as they become effective.

Section 4. **Action of Officers.** All actions of the officers, agents and employees of the City that are in conformity with the purpose and intent of this Ordinance No. 238 (this "*Ordinance*"), whether taken before or after the adoption hereof, are hereby ratified, confirmed and approved.

Section 5. **Severability.** All parts of this Ordinance are severable, and if any section, paragraph, clause or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Ordinance.

Section 6. **Repealer.** All ordinances or parts thereof in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 7. **Effective Date.** This Ordinance, assigned no. 238, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City's recorder, or such later date as may be required by Utah statute.

**PASSED AND APPROVED** this 24<sup>th</sup> day of March 2015.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kory Solorio, Recorder**

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

**DEPOSITED** in the Recorder's office this 24<sup>th</sup> day of March 2015.

**POSTED** this \_\_\_ day of March 2015.



## EXHIBIT

### PROJECT AREA PLANS (OFFICIAL PLANS)

(Attach Project Area Plans)

## **PROGRAM AND FUNDING AGREEMENT**

### **Mountain Accord Phase II**

This Interlocal Program and Funding Agreement — Mountain Accord Phase II (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and among Cottonwood Heights (“Cottonwood Heights”), Draper City (“Draper”), the Governor’s Office of Economic Development (“GOED”), the Metropolitan Water District of Salt Lake & Sandy (“MWDSLS”), Park City Municipal Corporation (“Park City”), Sandy City (“Sandy”), Salt Lake City (“SLC”), Salt Lake County (“Salt Lake County”), Summit County (“Summit County”), the Town of Alta (“Alta”), Utah Department of Transportation (“UDOT”), Utah Transit Authority (“UTA”), and Wasatch County (“Wasatch County”). Each is individually referred to as a “Party” and collectively as the “Parties.”

### **RECITALS**

WHEREAS, UDOT is a Utah state agency with the general responsibility for planning, research, design, construction, maintenance, security, and safety of state transportation systems, and implementing the transportation policies of the state;

WHEREAS, UTA is a public transit district organized pursuant to Utah law, and provides transit services in and around the Wasatch Front;

WHEREAS, SLC, Sandy, Cottonwood Heights, Draper City, Alta, and Park City are Utah municipal corporations, and have various responsibilities and legal authorities related to land use, transportation, watershed and water resources, economic, and environmental issues;

WHEREAS, Salt Lake County, Summit County and Wasatch Counties are Utah counties, and have various responsibilities and legal authorities relating to land use, economic, health, and environmental issues;

WHEREAS, MWDSLS is a Utah metropolitan water district operating pursuant to the Metropolitan Water District Act, Utah Code Annotated, Title 17B, Chapter 2A, Part 6, and has various responsibilities for providing wholesale water supplies to its member cities and others;

WHEREAS, GOED is a Utah state agency with a mandate to provide rich business resources for the creation, growth and recruitment of companies to Utah and to increase tourism and film production in the state;

WHEREAS, the Parties wish to build upon previous and certain ongoing efforts, including the recent Wasatch Canyons Tomorrow and the Mountain Transportation Studies, and conduct a comprehensive regional, long-term review of various transportation solutions in the central Wasatch Mountains that recognizes and incorporates the interdependent

transportation, land use, recreation, wilderness, watershed and economic issues and opportunities;

WHEREAS, the Parties have previously entered into a Program and Funding Agreement for Wasatch Summit Phase I (“Phase I Agreement”), dated February 3, 2014, which established a Mountain Accord Program Charter dated February 2014 (“Program Charter”).

WHEREAS, the Parties desire to enter into this Agreement to provide for a transition from Phase I into Phase II (as defined below), and to define their respective roles and responsibilities with respect to Phase II.

## AGREEMENT

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

### 1. PROGRAM DESCRIPTION.

- A. The Parties intend to collaborate with each other to address long-term transportation, environmental, economic, and recreation needs in the Central Wasatch Mountains (the “Program”).
- B. Phase I of the Program has concluded. This Agreement supersedes and replaces the Phase I Agreement. During Phase I, the parties to the Phase I Agreement (i) contributed to the Program and deposited funds into a holding account managed by UTA, and (ii) engaged a Mountain Accord Program Manager (“Program Manager”) and a consultant to provide environmental professional services (“Environmental Technical Consultant”). UTA will retain in that holding account any funds left over from Phase I, and those funds will continue to be dedicated to Program expenses, as further detailed in Paragraph 6.
- C. The Parties anticipate that this phase of the Program (“Phase II”) will be up to a three year process that (i) will finalize a Mountain Accord Blueprint (“Blueprint”) that will be a landscape-scale vision for the Central Wasatch Mountains, addressing environmental protection, recreation, economic prosperity, and transportation issues; and (ii) will implement various components of the Blueprint, as prioritized by the Executive Board (as defined below), with the available Program funding.
- D. The final work deliverables and general agreement on the major decisions in Phase II will be in accordance with the elements of the approved Blueprint, as prioritized by the Executive Board.
- E. Each of the Parties will pledge funds as more particularly set forth herein, for

Phase II.

2. EXECUTIVE BOARD DESIGNATED REPRESENTATIVES. The Phase I Agreement created an Executive Committee (“Executive Committee”). The Parties hereby renew the authority of the Executive Committee under this Agreement. The Executive Committee shall hereafter be known as the Mountain Accord Executive Board (“Executive Board”). The Parties hereby designate the following as their Designated Representatives on the Executive Board:

Alta..... Mayor Tom Pollard  
Cottonwood Heights ..... Mayor Kelvyn H. Cullimore, Jr.  
Draper City..... Mayor Troy Walker  
GOED ..... to be determined  
Metropolitan Water District  
of Salt Lake & Sandy ..... Michael L. Wilson, MWDSLS General Manager  
Park City..... Council Member Andy Beerman  
Sandy..... Mayor Tom Dolan  
Salt Lake City ..... Mayor Ralph Becker  
Salt Lake County ..... Mayor Ben McAdams  
Summit County..... Council Member Christopher Robinson  
UDOT ..... Nathan Lee, Region 2 Director  
UTA ..... Michael Allegra, UTA General Manager  
Wasatch County..... Council Member Michael Kohler

Any party may change its designated representative on the Executive Board. Such changes will be reflected by updating the Program Charter; no amendment to this Agreement will be necessary.

3. MANAGEMENT TEAM. A Management Team was established under the Program Charter to manage the activities of Mountain Accord. The Management Team will continue to administer the Program, approve contract scopes of work and budgets for Program consultants, including the Program Manager, the Environmental Technical Consultant, and any other technical consultants hired for the Program, make recommendations to the Executive Board for formal decisions and conflict resolutions as necessary, and give direction to the Program Manager on the day-to-day management of the Program.

4. **TERM.** The term of this Agreement shall be up to three (3) years, unless otherwise agreed by the Parties in accordance with Paragraph 11. However, in no case shall this Agreement extend for a term that exceeds fifty (50) years.
5. **FUNDING.** The amounts for funding Phase II of the Program, allocated by the Parties over a three year period, is expected to be as follows:

Salt Lake City .....	\$600,000
Salt Lake County .....	\$600,000
Utah Transit Authority .....	\$600,000
City of Sandy .....	\$300,000
MWDSLS .....	\$300,000
Park City Municipal Corporation .....	\$300,000
Draper City .....	\$180,000
City of Cottonwood Heights .....	\$150,000
Summit County .....	\$150,000
UDOT .....	\$150,000
Wasatch County.....	\$150,000
Town of Alta .....	\$ 45,000

Funding is due as follows: for each of the monetary contributions, one-third of each Party's contribution will be due and payable on or before September 30, 2015; one-third of each Party's contribution will be due and payable on or before September 30, 2016, and one-third of each Party's contribution will be due and payable on or before September 30, 2017, assuming such amount is appropriated by the Party for such purpose. The funds shall be deposited in the UTA segregated holding account described in Paragraph 6 of the Agreement and shall be used solely for the purposes of the Program, as directed by the Executive Board.

In addition, GOED will contribute \$3,000,000 of fiscal year 2015 state funding, to be received on or before April 30, 2015. Parties anticipate that the State of Utah will continue to contribute to the Program each year. This amount will be determined annually by the Utah State Legislature.

In the event that funding is not appropriated to the Program in the expected amounts, as set forth above, the Executive Board shall address the shortfall by reducing the scope of the Program, raising alternate funds, or taking other measures deemed appropriate by the Executive Board.

6. **HOLDING ACCOUNT.** All funds allocated by the Parties for Phase II of the Program will be deposited in a segregated holding account (the "Account"), which UTA created pursuant to the Phase I Agreement and will manage solely for the purposes of the Program pursuant to this Agreement and any further agreement of the Parties. The Account will be interest-bearing with all interest accruing to the Account to be used solely for payment of Program-related expenses. The Account may receive funds from the Parties and third party contributors, as approved by the Executive Board, and in

accordance with UTA policies. UTA shall pay Program expenditures first from the funds appropriated by the State of Utah. Once the State of Utah funds are expended, UTA shall pay Program expenditures from the commingled funds contributed by the remaining Parties and any third party contributors. UTA shall provide financial information to the Program Manager to issue a quarterly statement of contributions received, interest earned, invoices paid and current balance of the Account for Party and public review. UTA agrees to make all financial records associated with the Account available to any Party or third party contributor upon request. The Account may be audited at the request of any Party or third party contributor at the requestor's own expense.

7. **CONTRACTOR ADMINISTRATION.** UTA shall be responsible for administration of the Program Manager and Environmental Technical Consultant contracts established under the Phase I Agreement. Additional contracts as authorized by the Executive Board may be administered by other Parties as agreed to by the Executive Board. Contract administration services will be provided by the Parties at no charge to the Program. Parties will not enter into any contracts committing Program funds without the knowledge and consent of the Executive Board.

Any Party that administers a contract authorized and funded pursuant to this Agreement shall coordinate with the Management Team, as authorized by the Executive Board, in such matters as developing scopes of work, issuing Notices to Proceed, issuing change orders, accepting the work products of the Program contractors and similar items; however, at such time as a Notice of Intent is issued to begin preparation of an environmental document in accordance with the National Environmental Policy Act (NEPA), the Environmental Technical Consultant will then take direction from the Lead Agencies, as defined by NEPA, regarding work scope and contract deliverables. The Lead Agencies will also review and approve the scope of work for the Environmental Technical Consultant regarding preparation of the environmental document(s). The Management Team will provide input to the Lead Agencies regarding the NEPA scope of work, deliverables, and decisions for the Program.

8. **CONTRACTOR SELECTION.** The Management Team, or their designated representative, shall prepare scopes of work for any new Program consultants, which must be approved by the Executive Board. The Party administering the contract shall issue requests for proposals and administer Program contracts in accordance with their agency's policies. The Management Team, with input from the Executive Board, shall appoint members of the Executive Board or their designated staff to participate on the evaluation and selection committees for any new Program contracts.
9. **PAYMENT OF INVOICES.** Any Party administering any contracts authorized and funded pursuant to this Agreement will forward invoices received from the contractors to the Management Team, or their designated representatives, for review and approval. Each Party shall have ten (10) business days in which to review and either approve or disapprove payment of the invoice (in whole or in part). Failure to notify the administering Party of disapproval within ten (10) business days will be deemed

approval. Approved invoices shall be submitted to UTA for payment. UTA will not process any invoices for payment from the Account until approval from all Parties has been provided, whether through express approval or non-response within ten (10) business days. Any portion of an invoice that is not approved will not be paid until issues of concern have been resolved and a revised invoice has been distributed to all Parties and all Parties have approved the revised invoice, whether through express approval or non-response within ten (10) business days. In no event shall UTA be expected or required to pay amounts in excess of funds already appropriated to the Program and deposited into the Account described in Paragraph 6.

10. COORDINATION AND INFORMATION SHARING. The Parties agree to keep each other timely informed of substantive independent communications and activities related to the Program. The Program Manager may speak on behalf of the Program to third parties, including the media, as authorized by the Scope of Work for the Program Manager. The Parties agree to make available to the Program relevant and useful information procured or maintained in the ordinary course of a Party's business.
11. ENTIRE AGREEMENT; AMENDMENT. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof. Notwithstanding the foregoing, the Parties hereby authorize the Executive Board to amend this Agreement to include new funding partners, on the same terms contained herein, without further approval from the Parties' respective legislative bodies. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.
12. RECORDS. Records pertaining to this Agreement, specifically including but not limited to records pertaining to procurement or financial matters under this Agreement, will be maintained by UTA subject to the Utah Government Records Access and Management Act and applicable Federal law. Records created by or through the work of the Program Manager and the technical consultants shall be maintained by such consultants in accordance with their respective Scopes of Work.
13. WITHDRAWAL FROM AGREEMENT. Any Party may withdraw from participation in the Program by giving written notice of such termination to all other Parties and specifying the effective date thereof. No Party or Parties withdrawing from participation hereunder shall be entitled to any refund of any monies previously contributed to Phase II expenses pursuant to this Agreement; provided, however, any such Party or Parties shall not be obligated to make any further contributions contemplated in this Agreement following the date of such withdrawal.
14. TERMINATION OF THE AGREEMENT. At the expiration of this Agreement or if the Executive Board determines the Program should be discontinued, any funds



remaining in the Account described in Paragraph 6, including any accrued interest, shall be refunded to each Party or contributor *pro rata*.

## 15. DISPUTE RESOLUTION

- A. The Parties agree to make a good faith effort to resolve any dispute regarding the construction or interpretation of any provision of this Agreement, or regarding any policy matter or the determination of an issue of fact, at the lowest reasonable and appropriate possible level. In the event any such dispute is not able to be resolved in this manner, the dispute shall be referred to the Management Team for resolution of the dispute.
- B. If the dispute is not resolved by the Management Team, within fourteen (14) calendar days from the date of first notification by one Party to the other of the disputed issue, the dispute may be advanced, by any Party to the Executive Board.
- C. If the dispute is not resolved by majority vote of the Executive Board within thirty (30) calendar days after referral to the Executive Board, then the Parties to the dispute shall refer the dispute for resolution to a single mediator, agreed upon by the Parties involved in the dispute. If the Parties are unable to agree upon a single mediator, the matter shall be referred for resolution to a three-member Mediation Panel to be mutually agreed upon by all Parties involved in the dispute. Panel members shall be independent of the entities involved in the dispute and shall be recognized and approved by State and/or federal courts as qualified and experienced mediators/arbitrators. Each Party to the dispute shall pay its own costs and fees, including a prorated share of the fees for the appointed mediator(s). Any of the above time periods may be modified by mutual agreement of the Parties to the dispute.
- D. If the dispute cannot be resolved by the mediator or Mediation Panel within ninety (90) calendar days from the date of referral to the mediator or Mediation Panel, or if the parties involved in the dispute cannot mutually agree upon a mediator or the members of the Mediation Panel, the dispute may be brought before a court or other tribunal appropriate under the circumstances for *de novo* review. A matter may proceed to court only after exhaustion of the above procedures.

16. NOTICES. Notices required under this Agreement shall be sent to the Designated Representative at the contact information set forth below, with a copy, if applicable, to the following:

UDOT

Nathan Lee  
Utah Department of Transportation  
Region Two  
2010 South 2760 West  
Salt Lake City, Utah 84104

Copy to:

Renee Spooner  
Utah Department of Transportation  
4501 South 2700 West  
P.O. Box 148455  
Salt Lake City, UT 84114-8455

UTA

General Manager Michael Allegra  
669 West 200 South  
Salt Lake City, UT 84101  
Email: [mallegra@rideuta.com](mailto:mallegra@rideuta.com)

Copy to:

UTA General Counsel  
669 West 200 South  
Salt Lake City, UT 84101

SALT LAKE CITY

Mayor Ralph Becker  
Salt Lake City Mayor's Office  
451 South State Street, Room 306  
P.O. Box 145474  
Salt Lake City, UT 84114  
Telephone: (801) 535-7704  
Email: [Ralph.Becker@slcgov.com](mailto:Ralph.Becker@slcgov.com)

Copies to:

Salt Lake City Attorney  
451 South State Street, Room 505  
P.O. Box 145478  
Salt Lake City, UT 84114-5478  
Telephone: (801) 535-7788

And

Laura Briefer  
Salt Lake City Department of Public  
Utilities  
1530 South West Temple  
Salt Lake City, UT 84115  
Email: [laura.briefer@slcgov.com](mailto:laura.briefer@slcgov.com)

COTTONWOOD HEIGHTS

Mayor Kelvyn H. Cullimore, Jr.  
1265 East Fort Union Blvd., Suite 250  
Cottonwood Heights, UT 84047  
Email: [kcullimore@ch.utah.gov](mailto:kcullimore@ch.utah.gov)

Copy to:

c/o Wm. Shane Topham  
Callister Nebeker & McCullough  
10 East South Temple, 9<sup>th</sup> Floor  
Salt Lake City, UT 84111  
Telephone: (801) 530-7300  
Facsimile: (801) 364-9127  
Email: [wstopham@cnmlaw.com](mailto:wstopham@cnmlaw.com)

ALTA

Mayor Tom Pollard  
Town of Alta  
P.O. Box 8016  
Alta, UT 84052  
Telephone: (801) 363-5105  
Email: [tjp@townofalta.com](mailto:tjp@townofalta.com)

PARK CITY

Council Member Andy Beerman  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060-1480  
Email: [andy@parkcity.org](mailto:andy@parkcity.org)

Copies to:

Diane Foster, City Manager  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060-1480  
Email: [diane@parkcity.org](mailto:diane@parkcity.org)

City Attorney  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060-1480  
Telephone: (435) 615-5025

SANDY CITY

Mayor Tom Dolan  
Sandy City  
10000 Centennial Parkway

Sandy, Utah 84070

Copy to:

John Hiskey  
Sandy City  
10000 Centennial Parkway  
Sandy, Utah 84070  
Telephone: (801) 568-7104  
Email: [jhiskey@sandy.utah.gov](mailto:jhiskey@sandy.utah.gov)

#### SALT LAKE COUNTY

Mayor Ben McAdams  
Salt Lake County Government Center  
2001 South State Street, Ste N2100  
PO Box 144575  
Salt Lake City, Utah 84114-4575  
Email: [ben@slco.org](mailto:ben@slco.org)

Copy to:

Kimberly Barnett  
Salt Lake County Government Center  
2001 South State Street, Ste N2100  
PO Box 144575  
Salt Lake City, Utah 84114-4575  
Email: [kbarnett@slco.org](mailto:kbarnett@slco.org)

#### SUMMIT COUNTY

Christopher Robinson  
Summit County Council  
P.O. Box 982288  
Park City, Utah 84098  
Email: [cfrobinson@summitcounty.org](mailto:cfrobinson@summitcounty.org)

Copy to:

Tom Fisher  
60 N. Main  
P.O. Box 128  
Coalville, Utah 84017

#### WASATCH COUNTY

Council Member Michael Kohler  
25 North Main Street

Heber City, Utah 84032

Copy to:

Wasatch County Attorney  
805 West 100 South  
Heber City, Utah 84032

MWDSLS

Michael L. Wilson  
Metropolitan Water District of Salt Lake  
& Sandy  
3430 East Danish Road  
Cottonwood Heights, Utah 84093  
Telephone: (801) 942-9685  
Email: [wilson@mwdsls.org](mailto:wilson@mwdsls.org)

GOED

Q. Val Hale, Executive Director  
Governor's Office of Economic  
Development  
60 East South Temple, 3rd Floor  
Salt Lake City, UT 84111  
Telephone: 801-538-8680  
Email:

Except as otherwise provided in this Agreement, any notice, demand, request, consent, submission, approval, designation or other communication which any Party is required or desires to give under this Agreement shall be made in writing and mailed, faxed, or emailed to the other Parties addressed to the attention of the Designated Representative. A party may change its Designated Representative, address, telephone number, facsimile number, or email address from time to time by giving notice to the other Parties in accordance with the procedures set forth in this Section.

17. INTERLOCAL COOPERATION ACT REQUIREMENTS. In satisfaction of the requirements of the Interlocal Act, the Parties agree as follows:

(a) This Agreement shall be authorized by resolution of the legislative body of each Party pursuant to Section 11-13-202.5 of the Interlocal Act, and the Executive Director of UDOT.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

(c) A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;

(d) Except as otherwise specifically provided herein, and in addition to the funding obligation of Paragraph 5, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Mayor or chief executive officer of each Party. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

18. NO THIRD PARTY BENEFICIARIES. There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person other than the Party who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

19. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterpart originals, all such counterparts constituting one complete executed document.

20. AUTHORIZATION. Each Party is duly authorized to enter this Agreement.

IN WITNESS WHEREOF, the above-identified Parties enter this Agreement effective the date of the last Party's signature, except for the purposes of funding under Paragraph 5, the effective date as to each Party is the date of that Party's signature

UDOT agrees to provide \$150,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015.

UTAH DEPARTMENT OF  
TRANSPORTATION

---

Nathan Lee, Region 2 Director

Approved as to Form

---



Salt Lake County agrees to provide \$600,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015.

SALT LAKE COUNTY

\_\_\_\_\_  
Ben McAdams, Mayor

Approved as to Form

\_\_\_\_\_

Summit County agrees to provide \$150,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015.

SUMMIT COUNTY

---

Kim Carson, Council Chair

Approved as to Form

---

Salt Lake City agrees to provide \$600,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015.

SALT LAKE CITY

---

Ralph Becker, Mayor

Approved as to Form

---

City of Sandy agrees to provide \$300,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF SANDY

---

Tom Dolan, Mayor

Approved as to Form

---

Cottonwood Heights agrees to provide \$150,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015.

COTTONWOOD HEIGHTS

ATTEST:

\_\_\_\_\_  
Kelvyn H. Cullimore, Jr., Mayor

\_\_\_\_\_  
Kory Solorio, Recorder

Approved as to Form

\_\_\_\_\_  
Wm. Shane Topham, City Attorney

Park City Municipal Corporation agrees to provide \$300,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015.

PARK CITY MUNICIPAL CORPORATION

---

Jack Thomas, Mayor

Approved as to Form

---

Utah Transit Authority agrees to provide \$600,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015.

UTAH TRANSIT AUTHORITY

---

Michael Allegra, General Manager

---

Matt Sibul, Chief Planning Officer

Approved as to Form

---



Town of Alta agrees to provide \$45,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015.

TOWN OF ALTA

---

Tom Pollard, Mayor

Approved as to Form

---

Wasatch County agrees to provide \$150,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015.

WASATCH COUNTY

\_\_\_\_\_  
Michael Davis, County Manager

Approved as to Form:

\_\_\_\_\_

MWDSLS agrees to provide \$300,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015.

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

\_\_\_\_\_  
Michael L. Wilson, General Manager

Approved as to Form:

\_\_\_\_\_  
Shawn E. Draney, General Counsel

Draper agrees to provide \$180,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015.

DRAPER CITY

---

Troy Walker, Mayor

Approved as to Form:

---

GOED agrees to provide \$3,000,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015.

GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT

\_\_\_\_\_  
Q. Val Hale, Executive Director

Approved as to Form:

\_\_\_\_\_

# EDA Plan

COTTONWOOD CORPORATE CENTER

PLAN

PROPOSED ECONOMIC DEVELOPMENT PROJECT  
As Amended

February 20, 1997

Salt Lake County Redevelopment Agency  
2001 So. State Street #N3700  
Salt Lake City, Utah 84190-4200



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## Introduction

The Salt Lake County Commission and the Board of Directors of the Redevelopment Agency of Salt Lake County have determined that use of the Utah Neighborhood Development Act is desirable to create economic development opportunities within the unincorporated part of Salt Lake County.

The Act establishes the rules under which a county or a municipality may provide development incentives as a tool to encourage the construction of office, industrial, manufacturing, warehousing, distribution, parking, public or other facilities, or improvements for public or private business expansion. These economic development projects create additional jobs to improve or expand the tax base of a community. The Act also allows that a portion (up to 20%) of the taxes generated by new development in an EDA project area may be set aside to increase, improve, and/or preserve the supply of affordable housing within a community. With these provisions the Act becomes a planning tool through which the county (or a municipality) may improve the health, safety, and general welfare of an area by expanding the general economy, increasing the local tax base, creating new jobs, and preserving the existing housing stock in the community.

To accomplish this objective, the RDA Board has established a series of goals to evaluate requests for public assistance in funding RDA and/or EDA projects. (Appendix A-14.) With these goals as a guide, the RDA staff has looked at various properties in the unincorporated county area with economic development potential.

In 1990, prior to any EDA consideration for area development, the County Commission with assistance from the Planning Commission, the staff and the Holladay/Cottonwood Community Council, developed a Community Land Use Plan for future development of this area. The old gravel site at 6500 South and 3000 East was one of the areas studied for future rezoning and development. Although several area development proposals have since been considered, only limited rezoning and construction have occurred.

Since receiving a request for assistance in developing the proposed Cottonwood Corporate Center, the RDA Board has evaluated the area and determined that the site and the proposal merits further study and review. To ensure a thorough analysis, 3000 East should also be included in the study. The addition of 3000 East will help to ensure proper vehicle and pedestrian circulation in this area.

The proposed EDA plan envisions needed street improvements plus office buildings, parking areas, and other ancillary uses usually found in a planned office park. All are comparable with the Holladay/Cottonwood Community Plan which has been used to guide and control proposed development in the project area.

### Recitals of Preconditions for Designating an Economic Development Project Area

- A. Pursuant to the provisions of §1204 of the Utah Neighborhood Development Act ("Act"), the governing body of the Redevelopment Agency of Salt Lake County ("Agency") designated by resolution an economic development survey area on October 23, 1996. The governing body found that the survey area required study to determine whether or not one or more economic development projects are necessary and/or feasible; and

- B. Pursuant to the provisions of §1205 of the Act, the County has a planning commission and a general plan as required by law; and
- C. Pursuant to the provisions of §1206 of the Act, on the Agency's own motion, on November 18, 1996 the Agency selected the Project Area hereinafter described comprising all of the proposed survey area; and
- D. For the purposes of the Act, this economic development plan was prepared, with the assistance of the County Planning Commission, after April 1, 1993. The completion of the Agency's economic development study and the Agency's public hearings on the proposed project have commenced after July 1, 1993.
- E.

### Definitions

As used in this Economic Development Project Plan:

- A. The term "**Act**" shall mean the Utah Neighborhood Development Act as found in Title 17A, Part 12, Utah Code Annotated 1953, as amended, or such other amendments as shall form time to time be enacted or any successor law or act.
- B. The term "**affordable housing**" shall mean housing owned or occupied by persons and families of low or moderate income, as defined in 17A-2-1263© Utah Code Annotated 1953.
- C. The term "**Agency**" shall mean the Redevelopment Agency of Salt Lake County.
- D. The term "**base tax amount**" shall mean that portion of taxes that would be produced by the rate upon which the tax is levied each year by or for all taxing agencies upon the total sum of taxable value of the taxable property in a project area as shown upon the assessment roll used in connection with the taxation of the property by the taxing agencies, last equalized before the effective date of the first approved project area budget, the completion of the Agency economic analysis, and the good-faith commencement of the hearing by the Agency under §1221 and as adjusted by §1250.5, §1251, §1252, and §1253, of the Act.
- E. The term "**bond**" shall mean any bonds, notes, interim certificates, debentures, or other obligations issued by the Agency.
- F. The term "**County**" shall mean Salt Lake County.
- G. The term "**economic development**" shall mean the "planning or replanning, design or redesign, development or redevelopment, construction or reconstruction, rehabilitation, business relocation or any combination of these, within all or part of a project area, and the provision of office, industrial, manufacturing, warehousing, distribution, parking, public or other facilities or improvements as may benefit the state or the community in order for a public or private employer to create additional jobs within the state." §17A-2-1202(6) Utah Code Annotated 1953, as amended.

- H. The term "**economic development area plan**" or "**plan**" shall mean the plan developed by the Agency and adopted by ordinance of the Salt Lake County Commission to guide and control economic development undertakings in the proposed Project Area.
- I. The term "**legislative body**" means the Board of County Commissioners of Salt Lake County.
- J. The term "**planning commission**" shall mean the Salt Lake County Planning Commission.
- K. The term "**project area**" shall mean an area of Salt Lake County within a designated survey area, the development of which is necessary to provide economic development . . . ." §14A-2-1202(10) Utah Code Annotated 1953, as amended.
- L. The term "**project area budget**" shall mean the multi-year budget for the economic development plan prepared by the Agency containing the information required by §1202 (11) of the Act.
- M. The term "**survey area**" shall mean an area of Salt Lake County designated by resolution of the legislative body or the governing body of the Agency for study by the Agency to determine if an economic development project or projects within the area are feasible.
- N. The term "**taxes**" includes all levies on an ad valorem basis upon land, real property, personal property, or any other property, tangible or intangible.
- O. The term "**taxing agencies**" shall mean the public entities, including the state, any city, county, city and county, any school district, special district, or other public corporation, which levy property taxes within the project area.
- P. The term "**taxing agency committee**" is the committee created for an economic development project and consists of two representatives appointed by resolution of the school district in the project area, two representatives appointed by resolution of the Salt Lake County Commission, one representative appointed by the State School Board, and one representative appointed by resolution of the remaining governing bodies of the other local taxing agencies.
- Q. The term "**tax increment**" shall mean that portion of the levied taxes each year in excess of the base tax amount, which excess amount is to be paid into a special fund of an Agency.

### Development Purposes and Objectives

The proposed project is a joint economic development project. It combines both public improvements (3000 East) and private development (office and other facilities) to benefit the state and/or the community. It provides a place for local and out-of-state employers to create additional

jobs within the area and the state. The proposed project accomplishes the purposes of the Utah Neighborhood Development Act in furthering economic development in the following ways:

1. Encourage and assist economic development in order for a public or private employer to create additional jobs within the State; increase and diversify local/County/State employment.
2. Strengthen the tax base and the economic health of the Holladay Cottonwood area, the County, and the entire State of Utah.
3. Provide quality standards for new development to ensure the long-term physical and economic vitality of the Holladay Cottonwood Community and the Cottonwood Corporate Center.
4. Stimulate new construction and high-quality development in the area through public investment in the proposed project.
5. Provide rehabilitation of a gravel and fill site and return the vacated site to useful activity through improved drainage, relocation of utilities, etc.
6. Improve neighborhood traffic circulation through needed infrastructure improvements to 3000 East.
7. Reduce traffic hazards through appropriate site access along 3000 East.
8. Plan project parking, signage and pedestrian circulation to reduce vehicle/pedestrian conflict.
9. Plan and construct trails and other amenities within the community to improve access to and encourage recreational uses of neighborhood open space.
10. Provide landscaped buffers between the project and existing residential areas to ensure privacy of the residential uses.
11. Reduce area traffic congestion by encouraging the use of mass transportation service to access the project area.
12. Provide a source of funding to perpetuate the preservation and development of affordable housing.

#### **I. Description of the Boundaries of Proposed Economic Development Project Area**

##### **A. Legal Description**

The proposed Cottonwood Corporate Center Economic Development Project Area, hereinafter referred to as Project Area, comprises the following parcel:

**Beginning** W 1/4 COR SEC 23, T 2S, R 1E, SLM; N 0°08'51" E 908.56 FT; N 89°04'36" E 740.83 FT; N 55°02'48" E 43.57 FT; N 55°02'48" E 224 FT; N 55°02'48" E 332.37 FT; S 31°38'01" E 111.32 FT; S 70°30'09" E 115.41 FT; N 56°25'56" E 25 FT;

S 34°41'25" E 145.8 FT; S 15°53'25" E 120.95 FT; S 49°24'25" E 89.65 FT; S 39°49'25" E 20.18 FT; S 39°49'25" E 97.82 FT; S 36°59'25" E 199.06 FT; S 26°13'25" E 220 FT; N 36°20'35" E 23 FT; N 36°20'35" E 147.5 FT; N 0°00'35" E 70 FT; N 10°10'25" W 157.24 FT; N 20°59'50" W 47.64 FT; S 89°02'01" E 431.35 FT; M OR L TO THE W'LY LINE OF 3000 E; N 12°26'45" E 409.02 FT; N 12°26'45" E 240.6 FT; N 23°10' W 342.8 FT; N 23°10' W 38 FT M OR L; S 74°28'04" E 340 FT M OR L TO A 65 FT CURVE L; SW'LY 105.58 FT ALG CURVE TO R; S 12°27'49" W 249.46 FT; S 89° E 140 FT; S 777.69 FT M OR L TO THE N'LY LINE OF BIG COTTONWOOD CANYON RD; S 38°07'36" E 100 FT M OR L; SE'LY ALG CURVE TO R 25 FT M OR L; S 45° W 60 FT M OR L TO THE S'LY LINE OF BIG COTTONWOOD CANYON RD; NW'LY 30 FT M OR L ALG CURVE L; N 38°07'36" W 25.85 FT; S 89°57'01" W 165.61 FT; S 0°03'09" E 349.71 FT; E 61.11 FT; S 147.6 FT; W 210 FT M OR L TO E'LY LINE OF 3010 EAST ST; S 252.4 FT; S 5°34'15" W 657.73 FT; W 40 FT; S 03°50'50" W 242.46 FT; S 03°50'50" W 459.11 FT; S 615.00 FT; S 85 FT; S 00°20'41" W 105 FT; S 195 FT; N 89°48'30" W 66 FT M OR L TO THE W'LY LINE OF 3000 E; N 154 FT; N 00°20'41" E 150 FT; N 00°20'41" E 167 FT; N 00°20'41" E 126.04 FT; N 00°20'41" E 398.96 FT; N 03°30'09" W 455.95 FT; N 03°29'34" W 222.45 FT M OR L; N 85°00'52" W 350.21 FT; NW'LY ALG 845.8 FT RADIUS CURVE TO R 206.33 FT; NW'LY ALG 462.89 FT RADIUS CURVE TO L 121.39 FT; N 60 FT TO A POINT ON THE E'LY BOUNDARY LINE MILL HOLLOW ESTATES PLAT "E" SAID POINT BEING ON A 522.89 FT RADIUS CURVE TO R; SE'LY ALG SAID CURVE 141.582 FT TO A POINT OF A 785.00 FT CURVE TO LEFT; ALG SAID CURVE NE'LY 191.691 FT TO THE POINT OF TANGENCY; S 85°00'52" E 364.267 FT TO A POINT OF A 20.0 FT RADIUS CURVE TO L; ALG ARC OF SAID CURVE 32.025 FT TO THE POINT OF A 1040.0 FT RADIUS CURVE TO R; ALG THE ARC OF SAID CURVE 167.26 FT; N 12°27'20" E 858.078 FT; N 77°33'15" W 200 FT; N 77°33'15" W 198.41 FT; NW'LY ALG 500 FT RADIUS CURVE TO R 71.42 FT; N 69°22'14" W 23.43 FT; W'LY ALG 350 FT RADIUS CURVE TO L 128.14 FT; S 89°39'07" W 318.87 FT; S 00°18'29" E 242.47 FT; W 1341.25 FT TO BEG.

(Note: Rotate above bearings 00°00'35" counterclockwise to match the Area Reference Plat bearing of S 89°48'30"E for the South Line of the Southwest Quarter of said Section 23.)

B. Map of the Project Area

The map of the proposed Project Area is shown in Figure 1, on the following page.





**II. General Statement of Land Uses, Layout of Streets, Population Densities, Building Intensities, and Standards Proposed as the Basis for the Economic Development of the Proposed Project Area**

**A. General Statement of Land Uses**

**1. Land Use Map**

A land-use map for the "Holladay Cottonwood Community Master Plan," is included in the Appendix, as Exhibit "A-1" which is hereby incorporated by reference and made a part of this plan. It indicates the type and location of land uses and facilities to be permitted in the economic development project area and the major circulation routes serving the area.

**2. Description and Land Uses**

The following uses, together with accessory support services, customarily appurtenant thereto, shall be permitted in the project area:

**a. O-R-D Office Research Park and Development**

The Wallnet L.C. property and the Blue Cross Blue Shield property are zoned O-R-D. The office research and development (O-R-D) district is designed to provide an attractive environment for offices, research facilities, environmentally appropriate fabrication and assembly uses and accessory uses. This zone is intended to ensure compatibility of new development with the surrounding land uses through standards that provide an open campus-like setting with attractive buildings, park-like grounds and other appropriate amenities supporting employee activity.

**b. S-1-G Residential Zone**

The Freeman property is currently zoned S-1-G, a zone used primarily for the excavation of gravel or other similar natural resources. It should be noted, however, that if the property is to be developed in other uses, it will need to be rezoned. The master plan designates this as an office site similar to the O-R-D zone discussed above.

**B. Transportation Impacts**

The general street layout of the project area is shown on the map included in the Appendix as Exhibit "A-1" and incorporated herein. The proposed widening, and lane configuration, road realignment, and other infrastructure improvements are detailed below. A Street Improvement Map showing these changes is included in the Appendix as Exhibit "A-2(1)."

An evaluation of the transportation impacts has been completed. Previous traffic studies have been reviewed and an independent traffic study was commissioned. This independent study expanded on previous studies and looked at traffic patterns

extending from the development area to Ft. Union Boulevard on the south, I-215 on the north, 6200 South on the west, and Wasatch Boulevard on the east. Based on review of all studies and projected land use, several improvements will need to be made to accommodate the increased traffic and continue to provide an acceptable level of service for existing and future conditions. A copy of this study (Old Mill Area - Knudsen's Corner Traffic Study) is available for review at the office of County Engineering and Flood Control.

#### 1. Lane Configuration

3000 East will need to be improved to provide the following lane configurations:

- \* At the intersection of 3000 East and 6200 South, a six-lane section will be required. This includes 2 lanes southbound, 2 northbound left turn lanes and one northbound right turn lane.
- \* South of the project area, the roadway will generally accommodate a total of three (3) traffic lanes, with one lane southbound, one lane northbound and a center turn lane.
- \* Necessary acceleration/deceleration lanes will be provided at approved driveway accesses.

#### 2. Big Cottonwood Road Realignment

Big Cottonwood Road will be realigned to form a 90-degree intersection with 3000 East. This modification will increase public safety, allow more efficient operation of vehicle movement, and meet all AASHTO requirements.

#### 3. Structural Modifications

In order to accommodate the widened roadway section, structural modifications are required. The Big Cottonwood bridge replacement is currently under way and should be completed before the spring runoff of 1997. The new bridge is designed to accommodate six (6) traffic lanes. The crib type retaining walls along the east and west side of 3000 East between Hollow Mill Drive and Pineview Drive will need to be updated and replaced to fit the proposed road configuration. Here, where no side street access is required, the center turning lane may be eliminated or reduced in width. This will allow lowering the height of new retaining walls. A portion of the widening will also require either fill or retainage along the east side of the road near the UDOT maintenance facility.

#### 4. Signals

Signals will be installed at major intersections as traffic warrants. One is now planned near Health Rider and the Cottonwood Corporate Center. Interconnect line will be placed to connect traffic signals along 3000 East and allow for future connection to a valley wide system.

#### 5. Alternate Transportation Modes

Another area of concern is the pedestrian and bicycle access to nearby parks, trails, and recreation areas. Sidewalks and/or pedestrian trails will be developed along the entire length of 3000 East from 6200 South to 7000 South. Four foot bike lanes will be striped in the pavement section. Street lighting and landscaping would not only enhance the look and feel of the area, but also provide increased safety for cars and pedestrians. Raised medians near intersections may also be used to provide refuge areas for pedestrian crossings, and as a traffic calming device along Mill Hollow Drive between Mill Hollow Park and 3000 East.

**C. Population Densities**

The residential population densities within the boundaries of the project area are described as follows:

1. There are no owner-occupied or tenant-occupied residential units within the project area.
2. All privately-owned property in the area is in nonresidential use.
3. There are no people living within the project area so neither evidence of overcrowding nor population densities was found.

**D. Building Intensities**

There are two office buildings totaling 330,000 square feet presently under construction in the project area. One is owned by Wallnet. The other is being constructed by Wallnet for Blue Cross and Blue Shield. Six (6) more office buildings and a hotel are planned. The project contains 44.56 acres of land planned to contain nine (9) buildings totaling 970,000 square feet. The project will have approximately 39% of the project area in open space. There is a 50 foot building setback from abutting residential property lines. This setback accommodates a neighborhood jogging trail connecting three neighborhood parks to the project area. Building coverage does not exceed 25% of land acreage, and parking is provided at the rate of four (4) parking spaces per 1,000 square feet of building.

**E. General Design Standards/Standards Proposed as Basis for the Economic Development of the Project Area**

**1. Planning/Criteria**

In order to provide maximum flexibility in the development of the project area, and to encourage and obtain high quality development and design, specific development controls for the uses identified above are not set forth herein. Each development proposal in the project area will be subject to: appropriate elements of Salt Lake County's General Plan; the Zoning Ordinance of the County; other applicable building codes and ordinances of the County; and review and

recommendation of the Salt Lake County Planning Commission and approval by the Agency.

Development proposals shall be accompanied by site plans, development data and other appropriate material that clearly describe the extent of development proposed, and any other data determined necessary or requested by the Agency or local, state and federal governmental agencies.

On July 1, 1992, the site was rezoned from S-1-G (a zone primarily used for the excavation of gravel) to O-R-D (a zone specifically designed to provide for offices, research facilities, and accessory uses). This rezoning was in conformance with the Salt Lake County General Plan and The Holladay/Cottonwood Community Master Plan. On January 10, 1995, the County Planning Commission granted preliminary approval for an office project on this property. Final Conditional Use approval has now been given on Phase 1 (Blue Cross and Blue Shield), and Phase 2 (building #11), which are being constructed and will be maintained in compliance with Conditional Use Permit #PL-94-2265. See Exhibit "A-3" incorporated herein by reference (letter dated February 3, 1995 from Salt Lake County). In exchange for tax increment assistance requested by the developer, additional conditions may be imposed on the overall project by the RDA Board and/or County Commission if the proposed Economic Development project is approved.

## 2. Design Standards

The Design Standards for uses in the O-R-D Office Research Park and Development Zone are detailed in Title 19, Entitled "Zoning" of the Salt Lake County Code of Ordinances, 1986 Chapter 19.45. This zoning ordinance is included in the Appendix as Exhibit "A-4." In general, the economic development of the project area will:

- a. Provide an attractive, urban environment;
- b. Blend harmoniously with the adjoining areas;
- c. Provide for the optimum amount of open space in relation to the new buildings;
- d. Provide unobtrusive parking areas landscaped to blend harmoniously with the area; and
- e. Provide open spaces oriented to the directions of maximum use and designed to derive benefit from topographical conditions and views.
- f. Improve vehicular circulation throughout the area.

### III. How the Purposes of State Law Would be Attained by the Economic Development

The purpose of the Utah Neighborhood Development Act will be obtained as a result of the proposed economic development project by accomplishing the following items:

#### A. Beneficial Influences Upon the Tax Base

The proposed economic development project will accelerate the construction of a new office and ancillary facilities. By implementing the EDA the project will benefit the State and the unincorporated County by increasing the property tax base over a shorter period of time. Recently the Holladay-Cottonwood Community Council has recommended a moratorium on any further area development until 3000 East is improved. Development Engineering staff estimate design and construction of these facilities could take a minimum of two to three years. Currently only the first three buildings within the EDA have been approved. Improvement of 3000 East, which is a part of the project plan, will address this issue. It will avoid the recommended delay and allow the project as well as adjacent area development to come on line faster.

#### B. New Jobs and Employment

The proposed economic development project will result in new jobs and employment. Employment creation will be measured through monitoring program measures included as part of a performance standard in the development agreement. No tax increment reimbursement will be distributed to Wallnet if performance standards are not met. Bonneville Research, the Agency's economic consultant, has estimated that up to 2,262 new or retained quality jobs, and possibly as many as 8,800 new indirect jobs, will be created by this project. The estimated payroll (NPV) is estimated at \$2.2 Billion. See page 3 and appendix from the Economic Analysis, for additional information and backup.

#### C. Associated Business Activities

Currently there is a shortage of high-quality office space to meet the needs of out-of-state firms looking at relocating to or existing firms expanding in Utah. The proposed economic development project will provide opportunities to stimulate associated business activities. It will generate \$150 million in taxable retail sales, \$13 million in sales tax revenues to Salt Lake County with \$22.5 million in other direct taxes and fees and \$34 million in indirect taxes and fees.

### IV. Conformance of the Proposed Economic Development to the Community's General Plan

Creation of a plan for the project area shall be a cooperative effort between the Planning Commission and the Agency, and proposed economic development projects shall conform to the general plan of the County in the following respects:

A. Zoning Ordinances

The property is currently zoned O-R-D (Office Research Park and Development) and S-1-G (gravel excavation). The S-1-G parcel is master planned for office use and upon development would need to be rezoned. The proposed project is permitted under the zoning ordinances of the County. If zoning changes are required, such changes would be submitted to the County for consideration and approval. The project will be developed in accordance with the design standards outlined in the zoning ordinance (see Appendix, Exhibit "A-4").

B. Master Plan

The master plan for the area provides for the development of offices and associated uses. The proposed economic development project is in conformance with the master plan. Road improvements on 3000 East are vital to continued safety of the entire Cottonwood area. They will improve access to adjacent properties and accelerate their development. Without EDA these improvements will only be funded as money is available through the General Fund. Most of these improvements would not be part of traditional off-site development requirements.

C. Building Code

The proposed project will be constructed in accordance with the building code of the County.

V. **Description of the Specific Project that is the Object of Proposed Economic Development**

The proposed economic development Project Area is located within the Southeast part of Salt Lake County. It includes 3000 East, from 6200 South to 7000 South and approximately 46 acres of privately-owned property. The Project Area was initially vacant and a former gravel pit. On January 10, 1995, the County Planning Commission granted Wallnet Associates preliminary approval for the proposed office complex. Three private entities currently own property within the EDA project area -- Wallnet Investments, L.C., the proposed project developer, Blue Cross and Blue Shield, a recent property owner and participant in the proposed office park development, and the Belva Freeman Family Trust.

The project will be known as the Cottonwood Corporate Center by Wallnet Investments, L.C. Property west of 3000 East will be used for the office complex and accessory uses. Property east of 3000 East is included to facilitate realignment of Big Cottonwood Canyon Road and street improvements on 3000 East. The EDA includes eight (8) separate office buildings with accessory uses totaling approximately 860,000 square feet, and a 250-room hotel. An estimated 2,262 new jobs will be created through development of this new project.

On January 18, 1995, prior to closing on the property, Wallnet requested EDA assistance. Later, to maintain its financial agreement and obligations with project investors, Blue Cross became a property owner within the project area and they hired Wallnet to start construction of their new office building. Other financial agreements with investors concerning

advantageous real estate cycles, forced Walnet to begin construction of Building #11. Thus, the EDA project has inherited two partially completed office buildings.

However, before construction actually began on Building 10 and the Blue Cross / Blue shield structure, Walnet had begun the original EDA process. The original EDA process was halted and begun anew after changes to the Utah Neighborhood Development Act in 1996. Thus, the second EDA process has inherited two nearly complete office buildings.

## **VI. Method of Selection of Private Developers to Undertake Economic Development**

The Statute identifies several ways in which the agency may select a private developer to undertake economic development within the project area:

### **A. Qualified Owners**

The economic development plan provides reasonable opportunities for owners of property in the project area to participate in the economic development of property in the project area if they enter into a participation agreement with the Agency. A participation agreement with the Agency provides that:

1. Owners may retain, maintain, and if necessary rehabilitate, all or portions of their properties;
2. Owners may acquire adjacent or other properties in the project area;
3. Owners may sell all or portions of their improvements to the Agency, but retain the land, and develop their properties;
4. Owners may sell all or portions of their properties to the Agency and purchase other properties in the project area;
5. Owners may sell all or portions of their properties to the Agency and obtain preferences to re-enter the project area;
6. Tenants may have opportunities to become owners of property in the project area, subject to the opportunities of owners of property in the project area; and
7. Other methods as may be approved by the Agency.

The Agency may extend reasonable preferential opportunities to owners and tenants in the project area ahead of persons and entities from outside the project area, to be owners and tenants in the project area during and after the completion of the economic development.

The Agency and the County have adopted by resolution and ordinance an owner participation plan. A copy of this document is included in Exhibit "A-5."



B. Other Parties

If no owner in the Project Area, as described above, who possesses the skill, experience and financial resources necessary to become a developer in the project area is willing to become a developer, the Agency may identify other persons who may be interested in developing all or part of the Project Area. Potential developers will be identified by one or more of the following processes: public solicitation, requests for proposal (RFP), private negotiation, or some other method of identification approved by the Agency. Any person wishing to become a developer will be required to own or have the right to purchase all or part of the Project Area.

VII. **Persons Expressing an Interest to Become a Developer**

A. Interested Parties

The Agency has been contacted by *Wallnet Investments, L.C.*, who own the majority of the property within the project area. They have developed a proposal for an office complex within the area and expressed an interest to become the developer of all or part of the project area and are hereby identified as developers currently involved in the proposed economic development pursuant to the provisions of §17A-2-1207(7) of the Act.

B. Owner Participation Agreements

The Agency has not nor does it intend to enter into any owner participation agreement or agreements with developers to develop all or part of the Project Area until after the Agency and the County decide whether or not to adopt an economic development plan for the Project Area.

VIII. **Restrictions to the Proposed Economic Development Plan**

Pursuant to provisions of §1210 and §1247.5 of the Act, the economic development plan provides as follows:

A. Limitation on the Size of the Project Area

The Project Area described in the economic development plan may not exceed 100 acres of privately-owned property without majority approval of the taxing agency committee. §1210(4).

B. Limitation on Assessed Value of the Project Area

The allocated incremental value of all existing project areas may not exceed 10 percent of the total taxable value of the community. § 1210(1)(b). The projected allocated incremental value of the Project Area as described in the proposed project area budget

may not, when added to the allocated incremental value of all existing project areas, exceed 12 percent of the total taxable value of the community unless the Agency obtains the majority consent of the taxing agency committee. §1210(1)(b). Unincorporated Salt Lake County's total taxable value is \$10,154,630,922. The total value for existing redevelopment projects within Unincorporated Salt Lake County is \$27,468,491. The value for the Cottonwood Corporate Center is forecast at \$154,624,100. If adopted, the total value of Unincorporated Salt Lake County is estimated to be \$10,309,255,022. Thus, all redevelopment projects within Unincorporated Salt Lake County would total \$182,092,591 or 1.77% of the county's total taxable value.

The taxable value of the community shall be the total taxable value for the community as shown on the last equalized assessment rolls as certified by the County Assessor. The allocated tax incremental value shall be the taxable value in excess of the adjusted base value in the increment collection area, here the Project Area, multiplied by the applicable percentage of tax increment to be paid to the Agency in accordance with the approved and proposed project area budgets pursuant to §1247.5(3), §1247.5(4), and §1247.5(5) of the Act.

C. Limitation on Other Powers of the Agency Regarding the Proposed Project

1. The Agency must commence implementation of the economic development plan within three (3) years after adoption of the plan unless the plan is readopted as if it were a modified plan in accordance with §1229 of the Act.
2. The Agency shall not commence acquisition of any property in the project area through eminent domain.
3. No tax increment for the project area may be allocated to or paid to the agency for a time limit in excess of twenty-five (25) years without the agency obtaining the majority consent of the taxing agency committee in accordance with Section 17A-2-1247.5 for a longer time period for the collection of tax increment. §1210.5(3). The tax increment can be collected as follows:
  - a. 100 percent of the annual tax increment over a period not to exceed twelve (12) years; or
  - b. 75 percent of the annual tax increment over a period not to exceed twenty (20) years (§1247.5).
  - c. Or as negotiated with the tax agency committee as provided in Section 17A-2-1247.5(4)(c).

IX. **Implementing the Plan**

Buildings within the project area may be constructed by the property owner according to the approved RDA plan. Buildings or real property in the project area may also be acquired by

the RDA, a developer, or a lessee. Acquisition may be through direct purchase or lease. Required project funding shall be provided for in the annual budget of the Agency.

The projects set forth in the Project Area Economic Development Plan shall be implemented as approved by the Agency. Techniques to implement the plan may include property acquisition, disposition, relocation and development. They are to be accomplished by:

A. Acquisition of Real Property

The Agency may acquire, but is not required to acquire, all real property located in the project area, by gift, devise, exchange, contract, purchase, or any lawful method except eminent domain. The Agency is authorized to acquire any other interest in real property less than fee title. The Agency shall not acquire real property on which an existing building is to be continued on its present site and in its present form and use without the consent of the owner. At the present time, the Agency does not anticipate acquiring any real property in the project area.

B. Acquisition of Personal Property

Generally, personal property shall not be acquired. However, where necessary in the execution of this plan, the Agency is authorized to acquire personal property in the project area by any lawful means except eminent domain, which is prohibited.

C. Cooperation with Public Bodies

Certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, financing, construction, or operation of this project. The Agency shall seek the aid and cooperation of such public bodies in order to accomplish the purposes of economic development and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by public bodies without the consent of such public bodies. The Agency, however, will seek the cooperation of all public bodies which own or intend to acquire property in the project area. The Agency shall impose on all public bodies the planning and design controls contained in the plan to ensure that present uses and any future development by public bodies will conform to the requirements of this plan.

D. Property Management

During such time that property, if any, in the project area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for economic development.

E. Property Disposition and Development

The Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the project area as necessary to carry out the purposes of this plan. The Agency is authorized to install and construct or to cause to be installed and constructed the public improvements, public facilities, and public

utilities, within the project's area, not prohibited by law which are necessary to carry out this plan. The Agency is authorized to prepare, or cause to be prepared as building sites, any real property in the project area. The Agency is also authorized to rehabilitate, or to cause to be rehabilitated, any building or structure in the project area. The Agency is also authorized and directed to advise, encourage, and assist in the rehabilitation of property in the project area not owned by the Agency.

For the purposes of this plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. The Agency is authorized to dispose of real property by leases or sales by negotiation with or without public bidding. All real property acquired by the Agency in the project area shall be sold or leased to public or private persons or entities for development as permitted in the plan. Real property may also be conveyed by the Agency to the County or any other public body without charge.

The Agency shall reserve such controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to insure that development is carried out pursuant to this plan. All purchasers or lessees of property shall be made obligated to use the property for the purposes designated in this plan, to begin and complete development of the property within a period of time which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this plan.

#### F. Development

To the maximum extent possible, objectives of the plan are to be accomplished by private enterprise with Agency assistance and review. To provide adequate safeguards to ensure that the provisions of this plan will be carried out, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements, shall be made subject to the provisions of this plan by leases, deeds, contracts, agreements, declarations of restrictions, provision of the County ordinance, conditional use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the County Recorder. The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitude, or any other provision necessary to carry out this plan.

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct any building, facility, structure, or other improvement either within or without the project area for itself or for any public body or public entity to the extent that such improvement would be of benefit to the project. During the period of development in the project area, the Agency shall insure that the provisions of this plan and of other documents formulated pursuant to this plan are being observed, and that development in the project area is proceeding in accordance with development documents and time schedules. Development plans, both public and private, shall be submitted to the Agency for approval and architectural review. All development must conform to this plan and all applicable federal, state, and local laws. For the purposes of this plan, the Agency is authorized to sell, lease, exchange, transfer, assign, pledge, encumber, and otherwise dispose of personal property.

## X. Project Financing

### A. Tax Increment Provisions

The economic development plan specifically incorporates the provisions of tax increment financing permitted by the Act, as more specifically set forth in §1247.5 of the Act.

### B. Increases in the Tax Rate by Taxing Agencies

That portion of the taxes, if any, due to an increase in the tax rate by a taxing agency after the date the project area budget is approved by the taxing agency committee may not be allocated to or paid to the Agency unless the taxing agency committee approves the inclusion of the increase in the tax rate at the time the project area budget is approved or amended. If approval of the inclusion of the increase in the tax rate is not obtained, the portion of taxes attributable to the increase in the rate shall be distributed by the county to the taxing agency imposing the tax rate increase in the same manner as other property taxes. § 1247.5(5)(a).

### C. Procedures for Collection of the Tax Increment

The Agency may collect tax increment for all or part of the project area as provided in the Act.

However, before the Agency may collect tax increment from the project area, it shall undertake the following:

1. Initiate the establishment of a taxing agency committee for the project area. The taxing agency committee shall be formed in accordance with §1247.5 of the Act and shall exercise the powers set forth therein.
2. Prepare a project area budget.
3. Obtain majority consent of the taxing agency committee for the project area budget. The project area budget may be amended at the initiative of the Agency but any proposed amendment is subject to the Tax Agency Committee's approval as provided in §1247.5 of the Act.

The Agency's economic consultant has formulated several options for the financing of the Economic Development pursuant to the provisions of §1247.5. This report, entitled Evaluation of the Cottonwood Corporate Center Economic Development Project is included in the Appendix as Exhibit A-6. (Also refer to Section 6.0.1 "Project Construction and Tax Increment Generation". "Report on the Economic Development Plan")

The Agency may receive a greater percentage of tax increment or receive tax increment for a longer period of time than that specified in the previous options if the Agency obtains the majority consent of the taxing agency committee.

From time to time there may be an increase or decrease in the tax rate of a taxing agency as a result of:

- (i) any statutes enacted by the Legislature, a judicial decision, or an order from the Utah State Tax Commission to a county to adjust or factor its assessment rate pursuant to Subsection 59-2-704(2), UCA 1953 as amended;
- (ii) changes in exemptions provided in Article XIII, §2, Utah Constitution, or §59-2-103, UCA 1953 as amended; and
- (iii) any increases or decreases in the percentage of fair market value, as defined under §59-2-102, UCA 1953 as amended.

Notwithstanding, the increases or decreases in the tax rate of a taxing agency as described in §1247.5(5)(b) of the Act, the amount of money allocated to, and when collected paid to the Agency each year for payment of bonds or other indebtedness may not be less than would have been allocated to and when collected paid to the Agency each year if there had been no increase or decrease.

## **XI. Relocation Plan**

Pursuant to the provisions of this economic development plan, and the Utah Relocation Assistance Act, the Agency may not exercise the power of eminent domain within the project area. Therefore, the Agency is not required to provide relocation assistance to persons who leave the project area because such persons do not qualify as displaced persons as a result of the acquisition of real property in accordance with the Utah Relocation Assistance Act. To the extent that the Agency desires to provide relocation assistance to persons within the project area, the Agency has adopted a program entitled, "Rules Governing Relocation Assistance for the Redevelopment Agency of Salt Lake County." These rules shall govern the Agency's relocation assistance within the project area in the unlikely event that the Agency acquires any real property within the project area.

## **XII. Review of Economic Development Proposals**

Each economic development proposal by an owner participant or a developer shall be accompanied by site plans, development data and other appropriate material that clearly describes the extent of economic development proposed, including land coverage, setbacks, height and massing of buildings, off-street parking and loading, use of public transportation, and any other data determined to be necessary or requested by the County.

### **XIII. Existing Buildings and Historical Buildings**

There are no existing buildings in the project area, and therefore none which would qualify as historical buildings. The Agency is not aware of any existing buildings or uses that are included in or eligible for inclusion in the National Register of Historic Places, or the Utah State Register. If such uses are found, the economic development plan shall be in accordance with Subsection 9-8-404(1), UCA 1953, as amended.

### **XIV. Retail Sales**

The development of retail sales is not an objective of the project area. However, incidental or subordinate development of retail sales are permitted in the project area and shall not disqualify the project area from receiving tax increment financing under §1247.5 of the Act.

### **XV. Provisions for Amending Plan**

The economic development plan may be amended or modified any time by the Agency in the same manner as if the amendment or modification constituted an economic development plan being originally proposed or as provided in §1225 and §1229 of the Act.

EXHIBIT "A"

SUPPORTING DOCUMENTS

COTTONWOOD CORPORATE CENTER REDEVELOPMENT PLAN

JANUARY 1997

The following documents are part of the Cottonwood Corporate Center Preliminary Plan dated January 24, 1997, and are incorporated by reference. The documents support the statements and findings incorporated in the Cottonwood Corporate Center Redevelopment Plan.

1. *The Land-Use Map for the Holladay Cottonwood Community Master Plan*, Salt Lake County Planning Division.
2. *Road Improvement Map*.
3. Preliminary Conditional Use Approval - Letter Dated Feb 3, 1995 From Salt Lake County.
4. *Zoning Ordinances*, Salt Lake County, Utah, August 1994, as amended. O-R-D Office Research Park and Development Zone and S-1-G Residential Zone.
5. *Redevelopment Agency of Salt Lake County Rules Governing Participation and Preferences by Owners, Operators of Businesses, and Tenants in Redevelopment Projects Adopted by Salt Lake County*, May 21, 1986.
6. *Economic Benefit Analysis of the Proposed Cottonwood Corporate Center Development Project, Expanded Study Area*, December 1995.
7. *Rules Governing Relocation Assistance for the Redevelopment Agency of Salt Lake County*, May 21, 1986.
8. *1987 Salt Lake County Five Year Project Plan*, November 20, 1987.
9. *1990 Census of Population and Housing*, U.S. Department of Commerce, Salt Lake City, Utah.
10. *Master Plan 1982*, Salt Lake County Division of Recreation, Parks and Multi-Purpose Centers, April, 1982.
11. *Transit Development Program*, Wasatch Front Regional Council, March, 1986.
12. *Holladay Cottonwood Community Master Plan*, Salt Lake County, November 28, 1990.
13. Housing documents.



14. Goals to use in evaluating EDA-RDA.
15. *Old Mill Area - Knudsen's Corner Traffic Study*, Balloffet & Associates, January 6, 1997.
16. *July 11, 1997 - Cottonwood Corporate Center Proposal*, Cottonwood Corporate Center, L.L.C. & Wallnet L.C.
17. *April 11, 1997 - Letter From Lynn J. Feveryear, Jr.* Regarding investment of county funds and job creation.
18. *July 18, 1997 - Letter James W. Taylor*, Clarifying proposed quality jobs
19. *November 1, 1995 - Letter From Ken Jones, Director, Development Services Division*, Regarding realignment costs and contributions for Big Cottonwood Canyon Road.

FORT UNION NEIGHBORHOOD DEVELOPMENT PLAN

PRELIMINARY PLAN

August 13, 1990

Redevelopment Agency of Salt Lake County  
2001 South State Street  
City of Salt Lake, Utah

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A. Description of the Redevelopment Project Area

The Fort Union Neighborhood Development Project Area, hereinafter referred to as the project area, is enclosed within the following boundaries:

Beginning at a point on the West right-of-way line of 1300 East, said point of beginning being North 59°37'54" West 680.59 feet from the Southeast Corner of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence along said right-of-way line North 78°25'00" West 7.00 feet; thence South 11°35'00" West 264.38 feet; thence South 15°12'00" West 300.50 feet to a point on a non-tangent curve to the right, the radius point of which is North 04°17'13" West 15.00 feet; thence westerly along the arc of said curve 5.10 feet through a central angle of 19°29'13" to a point on a reverse curve to the left, the radius point of which is South 15°12'00" West 119.60 feet; thence Westerly along the arc of said curve 27.97 feet through a central angle of 13°24'02" to a point of tangency; thence North 88°12'02" West 129.64 feet; thence North 01°47'58" East 118.00 feet; thence North 37°45'00" West 296.83 feet; thence South 52°15'00" West 20.08 feet; thence North 37°45'00" West 45.00 feet; thence South 52°15'00" West 78.00 feet to a point on a curve to the left, the radius point of which is South 37°45'00" East 55.00 feet; thence southerly along the arc of said curve 35.31 feet through a central angle of 36°46'52" to a point of tangency; thence South 15°28'08" West 78.30 feet to a point on a curve to the right, the radius point of which is North 74°31'52" West 15.00 feet; thence westerly along the arc of said curve 14.56 feet through a central angle the arc of said curve 14.56 feet through a central angle of 55°36'01" to a point of tangency; thence South 71°04'09" West 23.90 feet to a point on a curve to the left, the radius point of which is South 18°55'51" East 270.83 feet; thence westerly along the arc of said curve 90.54 feet through a central angle of 19°09'18" to a point on a reverse curve to the right, the radius point of which is North 38°05'09" West 13.71 feet; thence westerly along the arc of said curve 21.62 feet through a central angle of 90°20'01" to a point on a reverse curve to the left, the radius point of which is South 52°14'52" West 80.00 feet; thence westerly along the arc of said curve 40.02 feet through a central angle of 28°39'52" to a point of tangency; thence North 66°25'00" West 35.69 feet; thence North 73°44'38" West 16.33 feet; thence North 05°10'00" East 26.68 feet;

thence North 21°54'00" East 38.70 feet; thence North 27°12'00" East 22.80 feet; thence North 30°11'00" East 52.70 feet; thence North 29°03'00" East 41.60 feet; thence North 88°45'00" West 3.20 feet; thence North 31°30'00" East 53.42 feet; thence East 40.66 feet; thence North 10°00'00" East 164.36 feet; thence North 20°00'00" West 140.00 feet; thence North 20°00'00" East 70.19 feet to a point on the South right-of-way line of Fort Union Boulevard, said point being on a curve to the right, the radius point of which is South 21°03'34" East 1076.92 feet; thence easterly along the arc of said curve 404.70 feet through a central angle of 21°31'54" to a point of tangency; thence South 89°31'40" East 337.65 feet to the west right-of-way line of 1300 East; thence along said right-of-way line South 11°35'00" West 128.39 feet; thence South 80°41'00" East 20.02 feet; thence South 11°35'00" West 183.12 feet to the point of Beginning.



B. Definitions

As used in this project area redevelopment plan:

1. The term "Agency" shall mean the Redevelopment Agency of Salt Lake County.
2. The term "County" shall mean the County of Salt Lake.
3. The term "plan" or "redevelopment plan" shall mean a redevelopment plan developed by the Agency and adopted by ordinance of the governing body of the County to guide and control development undertakings in a specific redevelopment project area.
4. The term "redevelopment" shall mean the "planning, development, replanning, redesign, clearance, reconstruction, or rehabilitation, or any combination of these, of all or part of a project area, and the provisions of such residential, commercial, industrial, public, or other structures or spaces as may be appropriate or necessary in the interest of the general welfare, including recreational and other facilities incidental or appurtenant to them," as defined in Section 17A-2-1202(8), Utah Code Annotated 1953, as amended.
5. The term "project area" or "area" shall mean "an area of a community which is a blighted area within a designated redevelopment survey area, the redevelopment of which is necessary to effectuate the public purposes. . . ," as defined in Section 17A-2-1202(10), Utah Code Annotated 1953, as amended.
6. The term "blighted area" shall mean "an area used or intended to be used for residential, commercial, industrial, or other purposes or any combination of such uses which is characterized by two or more of the following factors:
  - (a) defective design and character of physical construction;
  - (b) faulty interior arrangement and exterior spacing;

- (c) high density of population and overcrowding;
- (d) inadequate provision for ventilation, light, sanitation, open spaces and recreation facilities;
- (e) age, obsolescence, deterioration, dilapidation, mixed character, or shifting of uses;
- (f) economic dislocation, deterioration or disuse, resulting from faulty planning;
- (g) subdividing and sale of lots of irregular form and shape and inadequate size for proper usefulness and development;
- (h) laying out of lots in disregard of the contours and other physical characteristics of the ground and surrounding conditions;
- (i) existence of inadequate streets, open spaces, and utilities, and
- (j) existence of lots or other areas which are subject to being submerged by water," as defined in Section 17A-2-1202(9), Utah Code Annotated 1953, as amended.

7. The term "tax increment" shall mean monies which the Agency expects to receive from the project area, pursuant to the provisions of Section 17A-2-1247(1)(e), Utah Code Annotated 1953, as amended, as modified by the provisions of Section 17A-2-1247(1)(f), Utah Code Annotated 1953, as amended, as a result of the increase in the assessed value of the real and personal property located within the project area.

#### C. Statement of Development Objectives

1. Removal of structurally substandard buildings or improvements to permit the return of the project area land to economic use and new construction.
2. Removal of impediments to land disposition and development through assembly of land into reasonably sized and shaped parcels served by improved public utilities, infrastructure improvements, and new community facilities.



3. Rehabilitation of buildings to assure sound long-term economic activity in the core area of the County.
4. The elimination of environmental deficiencies, including: irregular lot subdivision, improper drainage, weeds and excessive vegetation, overcrowding of the land and underutilized land.
5. Achievement of an environment reflecting a high level of concern for architectural, landscape and urban design principles, developed through encouragement, guidance, appropriate controls, and professional assistance to owner participants and redevelopers.
6. Promote and market sites for development or redevelopment that would be complimentary to existing businesses and industries or would enhance the economic base through diversification.
7. Provide utilities, streets, curbs, sidewalks, parking areas, landscape areas, plantings, and/or street furniture to give the area a new look and to attract business activity.
8. Provide for the strengthening of the tax base and economic health of the entire community and the State of Utah.
9. Provide improved public streets and road access to the area to facilitate better traffic circulation and reduce traffic hazards.
10. Insure compatible relationships among land uses and quality standards for their development, such that the area functions as a unified and viable center of social and economic activity for the County.
11. Provide improved pedestrian circulation systems.
12. Coordinate and improve the transportation system.
13. Eliminate or alleviate flood potential within the area.

D. General Land Use Plan

1. Land Use Map

A map entitled, "Proposed Land Use," included as an exhibit and made a part of this plan, indicates the type and location of land uses to be permitted in the redevelopment project area and the major circulation routes serving the area.

2. Description of Land Uses

The permitted uses within the project area shall be those uses permitted by the officially adopted zoning ordinances of Salt Lake County, as said ordinances may be amended from time to time.

3. Planning Criteria

In order to provide developers a maximum flexibility in the development of acquired land and to encourage and obtain the highest in quality development and design, specific development controls for the use districts identified above are not set forth herein. Each development proposal may be considered as a planned unit development and subject to: appropriate elements of the County's Master Plan; the Planning and Zoning Code of the County; other applicable building codes and ordinances of the County; and a review and recommendation by the County Planning and Zoning Commission and approval by the Agency.

A review of redevelopment proposals may also be made by a design review committee established by the Agency. Development proposals shall be accompanied by site plans, development data and other appropriate material that clearly describes the extent of development proposed, including land coverage, setbacks, heights and bulk proposed, off-street parking and loading to be provided, and any other data determined necessary or requested.

E. Techniques to Achieve Plan Objectives

Activities contemplated in carrying out the plan in the area include the acquisition, clearance and rehabilitation of properties in the project area.

1. Rehabilitation

Properties determined to be in substandard condition by the Agency and not otherwise needed for redevelopment may be sufficiently rehabilitated to insure a remaining economic life of twenty years.

2. Acquisition and Clearance

Parcels of real property located in the project area may be acquired by purchase or condemnation.

3. Implementation of Redevelopment Projects.

Redevelopment projects may be undertaken and carried out as provided in Section 17A-2-1215, Utah Code Annotated 1953, as amended. Funding for redevelopment projects and activities shall be provided for in the annual budget of the Agency.

F. Property Acquisition, Disposition, Relocation and Development

The objectives of this redevelopment plan are to be accomplished by:

1. Acquisition of Real Property

The Agency may acquire but is not required to acquire, all real property located in the project area, by gift, devise, exchange, purchase, eminent domain, or any lawful method. The Agency is authorized to acquire any other interest in real property less than fee title. The Agency shall not acquire real property on which an existing building is to be continued on its present site and in its present form and use without the consent of the owner, unless, in the Agency's judgment, (1) such building requires structural alteration, improvement, modernization, or rehabilitation, or (2) the site or lot in which the building is situated requires modification in size, shape, or use, or (3) it is necessary to impose upon such property any of the standards, restrictions and controls of the plan.

2. Acquisition of Personal Property

Generally personal property shall not be acquired. However, where necessary in the execution of this plan, the Agency is authorized to acquire personal property in the project area by any lawful means.

3. Cooperation with Public Bodies

Certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, or operation of this project. The Agency shall seek the aid and cooperation of such public bodies in order to accomplish the purposes of redevelopment and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by public bodies without the consent of such public bodies. The Agency, however, will seek the cooperation of all public bodies which own or intend to acquire property in the project area. The Agency shall impose on all public bodies the planning and design controls contained in the plan to insure that present uses and any future development by public bodies will conform to the requirements of this plan.

4. Property Management

During such time that property, if any, in the project area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for redevelopment.

5. Property Disposition and Development

The Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the project area as necessary to carry out the purposes of this plan. The Agency is authorized to install and construct or to cause to be installed and constructed the public improvements, public facilities, and public utilities, within the project area, not prohibited by law which are necessary to carry out this plan. The Agency is authorized to prepare or cause to be prepared as building sites

any real property in the project area. The Agency is also authorized to rehabilitate or to cause to be rehabilitated any building or structure in the project area. The Agency is also authorized and directed to advise, encourage, and assist in the rehabilitation of property in the project area not owned by the Agency.

For the purposes of this plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. The Agency is authorized to dispose of real property by leases or sales by negotiation with or without public bidding. All real property acquired by the Agency in the project area shall be sold or leased to public or private persons or entities for development for the uses permitted in the plan. Real property may be conveyed by the Agency to the County or any other public body without charge. The Agency shall reserve such controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to insure that development is carried out pursuant to this plan. All purchasers or lessees of property shall be made obligated to use the property for the purposes designated in this plan, to begin and complete development of the property within a period of time which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this plan.

#### 6. Development

To the maximum possible extent, the objectives of the plan are to be accomplished through Agency encouragement of, and assistance to, private enterprise in carrying out development activities control and review. To provide adequate safeguards to ensure that the provisions of this plan will be carried out and to prevent the recurrence of blight, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements, shall be made subject to the provisions of this plan by leases, deeds, contracts, agreements, declarations of restrictions, provision of the County

ordinance, conditional use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the County Recorder. The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provision necessary to carry out this plan.

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct any building, facility, structure, or other improvement either within or without the project area for itself or for any public body or public entity to the extent that such improvement would be of benefit to the project. During the period of development in the project area, the Agency shall insure that the provisions of this plan and of other documents formulated pursuant to this plan are being observed, and that development in the project area is proceeding in accordance with development documents and time schedules. Development plans, both public and private, shall be submitted to the Agency for approval and architectural review. All development must conform to this plan and all applicable federal, state, and local laws. For the purpose of this plan, the Agency is authorized to sell, lease, exchange, transfer, assign, pledge, encumber, and otherwise dispose of personal property.

G. Other Provisions To Meet State Or Local Law

1. The project area described in the redevelopment plan shall not exceed 100 acres of privately-owned property unless the governing body of each local taxing agency which levies taxes upon property within the proposed redevelopment project area consents in writing to the redevelopment project area plan.
2. The assessed value of the project area described in the redevelopment plan, when added to the total assessed value as shown on the last equalized assessment roll certified by the county assessor for other redevelopment project areas of the community for which an allocation of ad valorem taxes is provided, shall not exceed, at

the time of the adoption of the redevelopment plan an amount in excess of 15% of the total locally assessed value of the City, unless the governing body of each local taxing agency which levies taxes upon the property within the proposed redevelopment project area shall consent in writing.

3. The redevelopment plan contains the following limitations on the power of the Agency:
  - a. A time limit of 7 years from the date of the approval of the plan after which the Agency shall not commence acquisition of property through eminent domain;
  - b. A time limit of 15 years from the date of the approval of the plan after which no bonds may be issued for redevelopment projects; and
  - c. A time limit of 32 years from the date of the approval of the plan after which no tax increment from the project area may be allocated to or used by the Agency.
4. The redevelopment plan provides for reasonable opportunities to participate in the redevelopment of property in the project area by the owners of property in the project area if the owners enter into a participation agreement with the Agency. The Agency may permit owners and tenants within the project area reasonable opportunities to participate in the redevelopment of the project area by executing a participation agreement with the Agency which provides:
  - a. Owners retaining, maintaining, and if necessary rehabilitating, all or portions of their properties;
  - b. Owners acquiring adjacent or other properties in the project area;
  - c. Owners selling all or portions of their improvements to the Agency, retaining the land, and developing their properties;
  - d. Owners selling all or portions of their properties to the Agency and purchasing other properties in the project area;

- e. Owners selling all or portions of their properties to the Agency and obtaining preferences to re-enter the project area;
- f. Tenants having opportunities to become owners of property in the project area, subject to the opportunities of owners of property in the project area; and
- g. Other methods as may be approved by the Agency.

The Redevelopment Agency may extend reasonable preferential opportunities to owners and tenants in the project area ahead of persons and entities from outside the project area, to be owners and tenants in the project area during and after the completion of redevelopment.

- 5. The documents listed on Exhibit "A" entitled, "Supporting Documents," are incorporated herein, and made a part thereof.

#### H. Provisions For Amending Plan

The redevelopment plan may be modified any time by the Agency in the same manner as in the adoption of the original Plan.

#### I. Tax Increment Provisions

The redevelopment plan specifically incorporates the provisions of tax increment financing permitted by Section 17A-2-1247, Utah Code Annotated, 1953, as amended, which provides, in part, as follows:

"(1) Any redevelopment plan may contain a provision that taxes, if any, levied upon taxable property in a redevelopment project each year by or for the benefit of the State of Utah, any city, county, city and county, district, or other public corporation (hereinafter sometimes called "taxing agencies") after the effective date of the ordinance approving the redevelopment plan, shall be divided as follows:

- (a) That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of the taxing agencies upon the total sum of the assessed value of the taxable property in the redevelopment project as shown upon the assessment roll used in connection



with the taxation of such property by such taxing agency, last equalized prior to the effective date of such ordinance, shall be allocated to and when collected shall be paid into the funds of the respective taxing agencies as taxes by or for said taxing agencies on all other property are paid (for the purpose of allocating taxes levied by or for any taxing agency or agencies which did not include the territory in a redevelopment project on the effective date of such ordinance but to which such territory has been annexed or otherwise included after such effective date, the assessment roll of the county last equalized on the effective date of the ordinance shall be used in determining the assessed valuation of the taxable property in the project on the effective date); and . . .

- (e) In a redevelopment project with a redevelopment plan adopted after April 1, 1983, that portion of the levied taxes each year in excess of the amount allocated to and when collected paid into the funds of the respective taxing agencies under subsection (1)(a) shall be allocated to and when collected shall be paid into a special fund of the redevelopment agency according to the limits set forth in subsection (1)(f) to pay the principal of and interest on loans, monies advanced to, or indebtedness (whether funded, refunded, assumed, or otherwise) incurred by such redevelopment agency after April 1, 1983, to finance or refinance, in whole or in part, such redevelopment project. Payment of tax revenues to the redevelopment agency shall be subject to and shall except uncollected or delinquent taxes in the same manner as payments of taxes to other taxing agencies are subject to collection. Unless and until the total assessed valuation of the taxable property in a redevelopment project exceeds the total assessed value of the taxable property in such project as shown by the last equalized assessment roll referred to in subsection (1)(a) of this section, all of the taxes levied and collected upon the taxable property in such redevelopment project shall be paid into the funds of the respective taxing agencies. When such loans, advances, and indebtedness, if any, and interest thereon, have been paid, all monies thereafter received from taxes upon the taxable property in such redevelopment project shall be paid into the funds of the respective taxing

agencies as taxes on all other property are paid."

J. Implementation of Redevelopment Project Program

The redevelopment projects set forth in the project area redevelopment plan shall be implemented as approved by the Agency.

K. General Design Objectives

The general design of redevelopment projects may be developed by the Agency in cooperation with the Planning Commission. The particular elements of the design should be such that the overall redevelopment of the project area will:

1. Provide an attractive urban environment;
2. Blend harmoniously with the adjoining areas;
3. Provide for the optimum amount of open space in relation to new buildings;
4. Provide unobtrusive parking areas, appropriately screened and landscaped to blend harmoniously with the area;
5. Provide open spaces and pedestrian walks which are oriented to the directions of maximum use and designed to derive benefit from topographical conditions and views;
6. Provide for the maximum separation and protection of pedestrian access routes from vehicular traffic arteries;
7. The development of land within the project area will be undertaken in such a manner that available off-street parking will be maintained to the maximum degree. Special emphasis will be placed on phases of construction of all new development projects to support the parking program.

L. Specific Design Objectives and Control

1. Building Design Objectives
  - a. All new buildings shall be of design and materials which will be in harmony with

adjoining areas and other new development and shall be subject to design review and approval by the Agency.

- b. The design of buildings shall take optimum advantage of available views and topography and shall provide, where appropriate, separate levels of access.
- c. Buildings within the renewal area should be designed and placed to act as significant landmarks in the project area and the County.

2. Open Space Pedestrian Walks and Interior Drive Design Objectives

- a. All open spaces, pedestrian walks and interior drives shall be designed as an integral part of an overall site design, properly related to existing and proposed buildings.
- b. Attractively landscaped open spaces shall be provided, which will offer maximum usability to occupants of the building for which they are developed.
- c. Landscaped, paved, and comfortably graded pedestrian walks should be provided along the lines of the most intense use, particularly from building entrances to streets, parking areas, and adjacent buildings on the same site.
- d. The location and design of pedestrian walks should afford maximum safety and separation from vehicular traffic, and should recognize desirable views of new and existing development in the area and surrounding community.
- e. Materials and design of paving, retaining walls, fences, curbs, benches, and other accouterments, shall be of good appearance, easily maintained, and indicative of their purpose.

3. Parking Design Objectives

- a. Parking areas shall be designed with careful regard to orderly arrangement, topography,

relationship to view, ease of access, and as an integral part of overall site design.

- b. It is desirable that parking areas be level or on terraces as determined by the slope of the land.

4. Landscape Design Objectives

- a. A coordinated landscaped design over the entire project area incorporating landscaped treatment for open space, roads, paths, and parking areas into a continuous and integrated design shall be a primary objective.
- b. Primary landscape treatment shall consist of non-deciduous shrubs, ground cover, and street trees as appropriate to the character of the project area.

5. Project Improvement Design Objectives

- a. Public rights-of-way. All streets, sidewalks and walkways within public rights-of-way will be designed or approved by the County and will be consistent with all design objectives.
- b. Street lighting and signs. Lighting standards and signs of pleasant appearance and modern illumination standards shall be provided as necessary.
- c. Rough grading. Existing structures, retaining walls, underbrush, pavement, curb and gutters will be removed and the entire site graded in conformance with the final project design determined by the Agency.

M. Relocation Plan

The Agency shall provide relocation assistance to persons who are displaced as a result of the acquisition of real property by the Agency or written request by the Agency to vacate real property for a program of purchase undertaken by the Agency, or as a direct result of redevelopment activities conducted by the Agency in accordance with the relocation program adopted by the Agency entitled "Rules Governing Relocation Assistance For the Redevelopment Agency of Salt Lake County."

EXHIBIT "A"

SUPPORTING DOCUMENTS

FORT UNION NEIGHBORHOOD DEVELOPMENT PLAN  
August 13, 1990

The following documents are part of the Fort Union Neighborhood Development Plan dated August 13, 1990, and are incorporated by reference. The documents support the statements and findings incorporated in the Fort Union Neighborhood Development Plan.

1. Salt Lake Valley 1985, A Master Plan For Salt Lake County, March, 1965.
2. Salt Lake County Master Plan Land Use Element, EDAWinc, 1977.
3. Union Community Plan, 1984.
4. Ft. Union Blight Analysis Survey, Bonneville Research, July, 1990.
5. Zoning Ordinances, Salt Lake County, Utah, August, 1989, as amended.
6. Salt Lake County Housing Element, EDAWinc., William Lee & Associates, August, 1976.
7. Neighborhood Conservation Area Study, Bureau of Community Development, University of Utah, July, 1976.
8. Master Plan 1982, Salt Lake County Division of Recreation, Parks and Multi-Purpose Centers, April, 1982.
9. Transit Development Program, Wasatch Front Regional Council, March, 1986.
10. 1980 Census of Population and Housing, U.S. Department of Commerce, Salt Lake City.
11. 1987 Salt Lake County Five Year Project Plan, November 20, 1987.
12. Salt Lake County Population, Housing, Land Use Changes by Community, 1940-1986, Salt Lake County, 1989.

13. Salt Lake County Park and Ride Master Plan for the S/E Quadrant, Salt Lake County, June, 1990.
14. Natural Hazards Ordinance, Salt Lake County, June, 1990.
15. Salt Lake Valley Transportation Improvement Program, 1989-1993, Wasatch Front Regional Council, December 1989.



# COTTONWOOD HEIGHTS

## ORDINANCE NO. 239

### AN ORDINANCE ADOPTING AN AMENDED BUDGET FOR THE PERIOD OF 1 JULY 2014 THROUGH 30 JUNE 2015

**WHEREAS**, the Uniform Fiscal Procedures Act for Utah Cities (the “*Act*”) provides, among other things, that prior to adoption by a city’s governing body of a municipal budget, the city’s mayor or other budget officer shall propose a tentative budget which shall be reviewed, considered and tentatively adopted by the governing body in open meeting, whereupon (a) the governing body shall establish the time and place of a public hearing to consider the adoption of the tentative budget; (b) the tentative budget shall be a public record in the office of the city’s recorder available for public inspection for a period of at least ten days prior to the adoption of a final budget; (c) notice of the public hearing shall be published in a newspaper of general circulation in the city, and on the Utah Public Notices Website, at least seven days prior to the public hearing; and (d) the public hearing shall be held; and

**WHEREAS**, the Act also provides that certain amendments to a city’s adopted budget require similar procedures for adoption, including approval of the amendment by resolution or ordinance following a public hearing; and

**WHEREAS**, pursuant to its Ordinance No. 223 (“*Ordinance 223*”) dated 17 June 2014, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) adopted a budget for the City’s 2014-15 fiscal year and set the real and personal property tax levy for realty and personalty within the City; and

**WHEREAS**, at a meeting of the Council on 10 March 2015, Steven Fawcett, the City’s budget officer, filed with the Council a proposed amended budget (the “*Amended Budget*”) for the City’s the current fiscal year and an accompanying budget message as required by the Act; and

**WHEREAS**, the Amended Budget was reviewed, considered and tentatively adopted by the Council on 10 March 2015 pursuant to its authority under UTAH CODE ANN. §10-6-118; and

**WHEREAS**, from and after 10 March 2015, a copy of the Amended Budget has been available for public inspection in the office of the City’s recorder; and

**WHEREAS**, the Council set 7:00 p.m. on 24 March 2015 at 1265 East Fort Union Blvd., Suite 300, Cottonwood Heights, Utah as the time and place of a public hearing regarding adoption of the Amended Budget; and

**WHEREAS**, notice of the public hearing concerning the Amended Budget was timely published in the *Deseret News* and *Salt Lake Tribune* and on the Utah Public Notices Website established under UTAH CODE ANN. §63F-1-701 as required by statute; and

**WHEREAS**, the public hearing was held beginning at approximately 7:00 p.m. on 24 March 2015 at 1265 East Fort Union Blvd., Suite 300, Cottonwood Heights, Utah to receive public comment on the Amended Budget as set forth in the published notice; and

**WHEREAS**, at the public hearing, all interested persons were given an opportunity to be heard; and

**WHEREAS**, on 24 March 2015, the Council met in regular session to consider, among other things, approving the Amended Budget as proposed; and



**WHEREAS**, it is the intent and desire of the Council to comply with all applicable laws regarding adoption of the Amended Budget and ratification of the property tax rate and the levying of property taxes as provided in Ordinance 223; and

**WHEREAS**, after careful consideration, the Council finds that it has satisfied all legal requirements to adopt the Amended Budget and to ratify the tax rate and levy property taxes as provided in Ordinance 223, and that it is in the best interests of the citizens of the City to adopt the Amended Budget presented at the 24 March 2015 public hearing as the amended final budget for the City for the period in question, and to ratify the rate of property tax and to levy taxes upon all real and personal property within the City as provided in Ordinance 223;

**NOW, THEREFORE, BE IT ORDAINED** by the Cottonwood Heights city council as follows:

Section 1. **Adoption of Amended Budget.**

A. The Amended Budget presented at the 24 March 2015 public hearing (as heretofore modified by the Budget Officer under Council direction, including the amendments specified on any exhibits that are attached to this Ordinance) be, and hereby is, appropriated for the corporate purposes and objects of the City for the fiscal year in question, and hereby is adopted as the City's final budget for the period of 1 July 2014 through 30 June 2015, subject to amendment.

B. A copy of the Amended Budget adopted hereby shall be certified and filed with the Utah State Auditor, as appropriate, and shall be available for public inspection during regular business hours at the City's business offices.

C. The City's manager and other officers are hereby directed to take any other necessary actions pertinent to the adoption of the Amended Budget, including, without limitation, such notification, reporting and publishing as may be required by applicable law.

D. Amounts in excess of the City's cash requirements shall be deposited in the investment fund maintained by the state treasurer under the State Money Management Act, UTAH CODE ANN. §51-7-1 *et seq.*

Section 2. **Property Tax Rate and Levy.** Section 2 of Ordinance 223 is hereby ratified, affirmed and incorporated herein by this reference.

Section 3. **Action of Officers.** All actions of the officers, agents and employees of the City that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption hereof, are hereby ratified, confirmed and approved.

Section 4. **Severability.** All parts of this Ordinance are severable, and if any section, paragraph, clause or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Ordinance.

Section 5. **Repealer.** All ordinances or parts thereof in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 6. **Effective Date.** This Ordinance, assigned no. 239, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City's Recorder, or such later date as may be required by Utah statute.

**PASSED AND APPROVED** this 24<sup>th</sup> day of March 2015.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr.,** Mayor

**ATTEST:**

\_\_\_\_\_  
**Kory Solorio,** Recorder

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

**DEPOSITED** in the Recorder's office this 24<sup>th</sup> day of March 2015.

**POSTED** this \_\_\_ day of March 2015.

# COTTONWOOD HEIGHTS

## RESOLUTION No. 2015-14

### A RESOLUTION APPROVING AND RATIFYING A BID AND AWARDING A CONSTRUCTION CONTRACT TO LYNDON JONES CONSTRUCTION (ADA ACCESS RAMPS–BENGAL BLVD.)

**WHEREAS**, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met on 24 March 2015 to consider, among other things, (a) approving and ratifying the City’s acceptance of a \$104,300.00 bid from Lyndon Jones Construction, Inc. (“*Contractor*”) for an ADA access ramp project along Bengal Blvd. from Highland Drive to Wasatch Blvd. under the City’s project no. CHC.288 (the “*Project*”); and (b) authorizing the City’s entry into an agreement for such construction services (the “*Agreement*”) with Contractor on such terms and conditions as may be approved by the City’s mayor and manager in consultation with the City’s director of public works, the City engineer and the City attorney, a draft copy of which is annexed as an exhibit hereto; and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve and ratify the City’s acceptance of Contractor’s bid for the Project and to authorize the City’s entry into the Agreement with Contractor as proposed;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of Cottonwood Heights that the Council hereby (a) approves and ratifies the City’s acceptance of Contractor’s bid for the Project, and (b) authorizes the City’s entry into the Agreement with Contractor on such terms and conditions as may be approved by the City’s mayor and manager in consultation with the City’s director of public works, the City engineer and the City attorney.

This Resolution, assigned no. 2015-14, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 24<sup>th</sup> day of March 2015.

### COTTONWOOD HEIGHTS CITY COUNCIL

#### ATTEST:

By: \_\_\_\_\_  
**Kory Solorio**, Recorder

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr.**, Mayor

#### VOTING:

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

**DEPOSITED** in the office of the City Recorder this 24<sup>th</sup> day of March 2015.

**RECORDED** this \_\_\_ day of March 2015.

# COTTONWOOD HEIGHTS

## RESOLUTION No. 2015-15

### A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL AGREEMENT CONCERNING PHASE II OF THE “MOUNTAIN ACCORD” REGIONAL PLANNING PROCESS

**WHEREAS**, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 *et. seq.* (the “*Interlocal Cooperation Act*”), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

**WHEREAS**, Utah Department of Transportation, Utah Transit Authority, Salt Lake City, Sandy City, Town of Alta, Park City Municipal Corporation, Salt Lake County, Summit County, Wasatch County, Metropolitan Water District of Salt Lake & Sandy, Draper City and the Governor’s Office of Economic Development (collectively, the “*Other Entities*”) and the city of Cottonwood Heights (the “*City*”) are public agencies for purposes of the Interlocal Cooperation Act; and

**WHEREAS**, the City and the Other Entities heretofore have participated in a multi-jurisdictional effort initially known as “Wasatch Summit Phase I” for the purpose of conducting a comprehensive regional, long-term review of various transportation solutions in the central Wasatch Mountains that recognizes and incorporates the interdependent transportation, land use, recreation, wilderness, watershed and economic issues and opportunities affecting all of such participants; and

**WHEREAS**, the City and some or all of the Other Entities heretofore have entered into a Program and Funding Agreement for Wasatch Summit Phase I (“*Phase I*”), which established a Mountain Accord Program Charter dated February 2014 (“*Mountain Accord*”); and

**WHEREAS**, the City and the Other Entities now desire to enter into a new interlocal agreement (the “*Agreement*”) to provide for transition from Phase I into Phase II of the Mountain Accord (“*Phase II*”), and to define their respective roles and responsibilities with respect to Phase II; and

**WHEREAS**, the City’s municipal council (the “*Council*”) met in regular session on 24 March 2015 to consider, among other things, approving the City’s entry into the Agreement; and

**WHEREAS**, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City’s entry into the Agreement as proposed;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of the city of Cottonwood Heights that the attached Agreement with the Other Parties be, and hereby is, approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2015-15, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 24<sup>th</sup> day of March 2015.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr.,** Mayor

**ATTEST:**

\_\_\_\_\_  
**Kory Solorio,** Recorder

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

**DEPOSITED** in the office of the City Recorder this 24<sup>th</sup> day of March 2015.

**RECORDED** this \_\_\_ day of March 2015.

# COTTONWOOD HEIGHTS

## RESOLUTION No. 2015-16

### A RESOLUTION CONSENTING TO APPOINTMENT OF A VICE-CHAIRMAN OF THE COTTONWOOD HEIGHTS HISTORIC COMMITTEE

**WHEREAS**, section 2.140.602 of the COTTONWOOD HEIGHTS CODE OF ORDINANCES (the “Code”) establishes the “Cottonwood Heights Historic Committee” (the “*Historic Committee*”) for the city of Cottonwood Heights (the “*City*”); and

**WHEREAS**, section 2.140.107 of the Code provides that a chairman and a vice-chairman of the Historic Committee shall be appointed and removed by the city manager (the “*Manager*”); and

**WHEREAS**, the Manager heretofore appointed **M. Tom Shimizu** as the chairman, and **John Glauser** as vice-chairman, of the Historic Committee, and the city council (the “*Council*”) of the City gave its advice and consent to such appointments; and

**WHEREAS**, following John Glauser’s recent resignation from the Historic Committee, the Manager appointed **Gayle Conger** as the committee’s new vice-chairman, and has requested the Council to advise and consent to such appointment; and

**WHEREAS**, the Council met on 24 March 2015 to, among other things, (a) consider giving advice and consent to the appointment of **Gayle Conger** as vice-chairman of the Historic Committee; and (b) ratify and consent to the current composition of membership of the Historic Committee; and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to give advice and consent to the appointment of **Gayle Conger** as vice-chairman of the Historic Committee as proposed by the Manager, and to ratify and consent to the current composition of the Historic Committee;

**NOW THEREFORE, BE IT RESOLVED** by the Cottonwood Heights city council that the Council hereby give advice and consents to the appointment of **Gayle Conger** as vice-chairman of the Historic Committee, to act in such office until her successor is appointed and assumes office; and

**BE IT FURTHER RESOLVED** by the Cottonwood Heights city council that the Council hereby ratifies and consents to the status of the following individuals as all of the current members of the Historic Committee for the terms of office set forth opposite each name:

<u>Name</u>	<u>Term Expires</u>
Beverly S. Lund	1 January 2016
Sylvia Orton	1 January 2016
M. Tom Shimizu (Chairman)	1 January 2016
Dean F. Smart	1 January 2017
Don Antczak	1 January 2018
Gayle Conger (Vice-Chairman)	1 January 2018
Jerri Harwell	1 January 2018

Melinda Hortin  
Carol Woodside

1 January 2018  
1 January 2018

This Resolution, assigned no. 2015-16, shall take effect immediately upon passage.

**PASSED AND APPROVED** effective 24 March 2015.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kory Solorio, Recorder**

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

**DEPOSITED** in the office of the City Recorder this 24<sup>th</sup> day of March 2015.

**RECORDED** this \_\_\_ day of March 2015.